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The Right Hon. Lord HALSBURY (Lord Chancellor of England).

The Hon. Mr. Justice KEKEWICH.

The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.

FREDERICK JOHN BLAKE, Esq.

WILLIAM WILLIAMS, Esq.

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### CURRENT TOPICS.

WE STATED a month ago that it would be no matter for surprise if one of the chief clerks of the Chancery Judges were to be appointed to the office of Taxing Master vacated by the retirement of Mr. BUCKLEY, and it is now announced that Mr. ALFRED RAWLINSON, chief clerk to Mr. Justice NORTH, has received the appointment.

A RECENT contest concerning the incidence of estate duty afforded an opportunity, which unfortunately was not utilised, for investigating a point of executorship law left in some obscurity by the oracle of that lore usually, and in most cases profitably, resorted to by modern lawyers. In the case referred to, a testator having bequeathed leaseholds specifically, his residuary legatees asked for a declaration that the specific legatee was bound to bear a rateable share of the estate duty. In order to prove their right to the declaration it was necessary for them to show that the specifically bequeathed leaseholds did "not pass to the executor as such," and Mr. Justice KEKEWICH refused the application (*Re Culverhouse, ante*, p. 374). He relied on a passage in Williams on Executors, to the effect that a term of years specifically devised will, in the first instance, vest in the executor (9th ed., p. 600; see also p. 1272, and Part II., Book II., where the earlier authorities are cited). In a note on p. 802, however, Mr. Justice WILLIAMS wrote: "The general rule certainly is that, at law, the title to any specific thing bequeathed vests, upon the assent of the executor, absolutely in the legatee, so as to enable him to bring an action of ejectment for a chattel leasehold, or trover for the goods which are the subject of the legacy." This passage does not appear to have been brought to the attention of the court in the recent case, and it is much to be desired—especially in view of the possible future extension to land of the executors' title to and power over chattels—that the above-mentioned ambiguous deliverances should be considered and the law ascertained. The executors' power of disposition over all personalty is undoubted; but the question is, whether a specific legatee does not, like a devisee, derive title immediately from the testator, and not through the executor (if any); whether the executor or administrator does not correspond in character with the heir? By the common law, it is said, every person might demise his goods and chattels, though they were chattels real (Com. Dig., Tit. Devise, A, citing 1 Rol. 609, l. 5). That the question is important is shewn by the above-mentioned case.

THE KITSON libel case is interesting both for the amount of the damages—£12,000—which the jury awarded to the

plaintiff, and for the question of privilege which was incidentally raised, though not decided. The libel complained of was one in which the defendant, Dr. PLAYFAIR, attributed adultery to Mrs. KITSON, and, as a consequence of the libel, she lost an allowance of £400 a year which had been voluntarily made to her by her brother-in-law, Sir JAMES KITSON. Dr. PLAYFAIR's opinion of her adultery was formed solely upon the result of medical examination of Mrs. KITSON while in professional attendance upon her, added to the fact that she had not been in the society of her husband for over a year. At the trial he did not justify the libel, and the jury therefore had no issue concerning Mrs. KITSON's conduct directly before them. It was material, however, to consider whether Dr. PLAYFAIR's opinion was justifiable, and this let in the evidence of an eminent specialist that, having regard to Mrs. KITSON's abnormal medical history, the facts as stated by Dr. PLAYFAIR were quite consistent with her innocence. On the other hand, Dr. PLAYFAIR, when pressed as to the possibility of his having been mistaken, reiterated his first opinion, and asserted that it could not be changed by the evidence of doctors who had not been present. Practically the verdict of the jury—or rather the amount of damages they awarded—was an emphatic indorsement of Mrs. KITSON's innocence, and probably the result was not a little influenced by the fact that Dr. PLAYFAIR formed his opinion, and communicated it first to his wife and then to Sir JAMES KITSON, her brother, solely on the knowledge he had gained as a doctor, and without giving Mrs. KITSON any opportunity for explanation. Apart from the medical aspect of her case there was no suspicion whatever attaching to her. The opinions of eminent specialists, whatever their department may be, are doubtless valuable, but even the calculations of a specialist may be upset by abnormal conditions. The defence raised by Dr. PLAYFAIR was that the communication he had made was privileged, and evidence was offered as to the circumstances under which a medical man is entitled to use information which he has obtained in the course of his practice. He is entitled, it was said, to make use of it for the protection of his wife and children, and this was the ground on which Dr. PLAYFAIR justified the statement to his wife of his opinion as to Mrs. KITSON's conduct. He is bound, it was further said, to communicate to the authorities any information tending to shew that a crime has been or is about to be committed. As to the first point, the alleged privilege may possibly exist. But in the present case it was not shown that Dr. PLAYFAIR might not very well have gained his object without sacrificing Mrs. KITSON, and, at any rate, it is not easy to see how the alleged privilege could cover the communication to Sir JAMES KITSON, which was the real matter complained of. In the result it became unnecessary to give any decision on Dr. PLAYFAIR's plea of privilege, because the jury found he had acted from indirect motive, and hence the privilege, if it existed, was excluded.

THE DECISION of the Court of Appeal in *Kemp v. Lester* (ante, p. 371) sanctions the practice under which a mortgagee to whom the mortgagor has attorned tenant can, if circumstances render it necessary, recover possession of the mortgaged premises by means of a writ specially indorsed under ord. 3, r. 6 (F). The rule provides that the writ may be specially indorsed in actions for the recovery of land by a landlord against a tenant whose term has expired or has been duly determined by notice to quit. In substance this is a continuation of the earlier provisions of 1 Geo. 4, c. 87, and section 213 of the Common Law Procedure Act, 1852, and it was held that under those enactments the summary procedure was not available in cases where the term had expired by reason of forfeiture: *Doe v. Sharpley* (15 M. & W. 558). Hence for the sake of preserving continuity of practice, the Court of Appeal in *Arden v. Boyce* (42 W. R. 354; 1894, 1 Q. B. 796) placed the same limitation on ord. 3, r. 6 (F), and, consequently, in cases where the landlord claims that the term has expired by reason of a forfeiture, he must recover possession by a writ indorsed in the ordinary manner. In *Kemp v. Lester* a mortgage had been made to secure £2,500 and interest at 4 per cent., and by the mortgage deed the mortgagor attorned tenant of the premises from year to

year at the rent of £100, but it was provided that the mortgagee might, without giving any previous notice, enter into possession and determine the tenancy created by the attornment. Default having been made in the payment of interest, the mortgagee claimed to enter, and the question arose whether his entry was for a forfeiture, or upon the expiration of the term apart from forfeiture. The Court of Appeal took the latter view, and consequently the mortgagee was entitled to recover upon a specially-indorsed writ. It is to be noticed that under the mortgage deed the default in payment of interest was not a condition precedent to the right of entry. The proviso gave the mortgagee an absolute right of entry at any moment, thus converting the *prima facie* tenancy from year to year into a tenancy at will. Upon the mortgagee's "will" being terminated, the term of the tenancy expired, and the case was within the words of the rule. The right of the mortgagee to assume by agreement with the mortgagor the position of landlord, and so gain the advantage of summary procedure, has been recognized for many years (*Daubuz v. Lavington*, 32 W. R. 772, 13 Q. B. D. 347; *Hall v. Comfort*, 35 W. R. 48, 18 Q. B. D. 11), and the present decision shews that it is not affected by the principle of *Arden v. Boyce*.

PERSONS INTERESTED in registration law will find the case of *Soutter v. Roderick* (44 W. R. 205; 1896, 1 Q. B. 91), an instructive one. Section 28, sub-section 13, of the Parliamentary Registration Act, 1878, enacts that the revising barrister shall not be at liberty to change the description of the qualification as it appears on the list [of claimants or voters] except for the purpose of more clearly and accurately defining the same. The Registration Order of the 8th of March, 1895, Schedule 3, Part I., clause 17, provides that "the nature of the qualification shall be entered [in the lists of claims and of voters] as nearly as possible in accordance with the words of the statute conferring the qualification—for instance, the nature of a household qualification shall be stated thus, 'dwelling-house'; or in the case of successive occupation, 'dwelling-house (successive)'. A notice of claim for a household qualification in a borough was in the following terms: "(Third column) Nature of the qualification—Dwelling house"; "(Fourth column) Description of the qualifying property—69, Richmond-road, 3, Hamilton-square." The claimant had, in fact, occupied during the qualifying period in immediate succession the two houses specified in the fourth column. The claim having been objected to, the Queen's Bench Division (the Lord Chief Justice, GRANTHAM, and VAUGHAN WILLIAMS, JJ.) held: (1) that on the reasonable construction of the claim as it stood, it must be taken to be a claim for successive occupation of the two houses specified in the fourth column; (2) that having regard to the Registration Order, the claim ought to have contained the word "(successive)" after "dwelling-house" in the third column; and (3) that this was an omission which the barrister could, and ought, to amend. Assuming the decision of the court to have been right on the first point, their decision on the other two points is manifestly sound and reasonable. To have held otherwise would have been "for a tricky word to defy the matter." But the correctness of the decision on the first point is at least open to doubt, and was, in fact, strongly doubted by VAUGHAN WILLIAMS, J., himself. The Lord Chief Justice, as to this point, said: "The claimant could not qualify by occupation of two houses, except by reason of successive occupation, and therefore the fair interpretation of the claim seems to me to be that it is one for successive occupation. It was contended that the claim might be regarded as being for occupation of one or other of the two houses during the qualifying period. But even if that be so (which I do not think) then one or other of the two houses is surplusage, and the barrister would have to amend by striking out one or other, so as to make it clear in respect of which the qualification was claimed." This *obiter dictum* was possibly thrown out by the Lord Chief Justice by way of kindly light and guidance to revising barristers; but it will be hardly safe for them to act on it, having regard to the remarks contained in the subsequent judgment of VAUGHAN WILLIAMS, J. Indeed, one is irresistibly reminded of Lord Bowen's comparison of *obiter dicta* with the proverbial chickens in regard

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to their home-roosting propensities. VAUGHAN WILLIAMS, J., said, "I wish to record my dissent from the proposition that when the description of the claim is equally applicable to one qualification as to another, the revising barrister has power to amend or ought to amend"; and he further observed, "I am not at all sure myself that many a reasonable man would not read this qualification as being a qualification by occupation of a dwelling-house at 69, Richmond-road, by a person occupying at the date of the claim, 3, Hamilton-square." Registration agents will therefore do well in future to follow closely the statutory forms of the Registration Order; and should bear in mind Hamlet's self-admonition, "We must speak by the card, or equivocation will undo us."

IN THE PRESENT state of legal business it especially behoves members of the legal profession to look after their interests or they will find their privileges very considerably curtailed. For instance, the Military Manœuvres Bill now before Parliament provides that the court of arbitration shall not be bound to hear any solicitor, but any person may appear by himself or by some agent authorized by him in writing; and the Benefices Bill does not make any provision for barristers or solicitors to be heard before the tribunal proposed by the Bill. This brings us to a statement to which our attention has been called, from which it appears that the Vestry of St. Margaret and St. John, Westminster, requires a solicitor, some of the duties of the office being as follows:—To attend meetings and advise the vestry, the overseers, or any committee, sub-committee, deputation, or delegates when requested to do so in writing by the vestry clerk; to give his opinion in writing on any question or point submitted to him by any of the above-mentioned bodies; to advise any or all of the officers of the vestry upon any points or questions upon which they or any of them may find it necessary to take legal advice in the course of or in connection with their official duty; to attend the police court, the petty sessions, special sessions, quarter sessions, assessment sessions, county court, or any division of the High Court, or any other court whatsoever; to conduct, with the assistance of counsel when required by the rules of the court or otherwise, or defend every action, suit, or proceeding brought or taken by or against the vestry, the overseers, or any of its committees, and by or against any of its officers on any matter arising in the discharge of their respective duties; to prepare all notices, evidence, instructions, briefs, affidavits, declarations, or other documents required for any of the proceedings before mentioned; to draw cases for the opinion of counsel, and to draw and settle special cases, and to act with the assistance of counsel as the advocate of the vestry or its officers in connection therewith; to peruse and advise upon all drafts, mortgages, and to conduct the conveyancing business of the vestry; to qualify himself and to act as parliamentary agent to the vestry; and several other services are also mentioned as to be done by the solicitor. For all the services above enumerated the "retaining fee" or salary is to be at the rate of £250 per annum, and is to include the provision by the solicitor of all clerical assistance necessary for the prompt conduct of the vestry's business, so that the only additional payments will be the actual disbursements out of pocket. The engagement is to be during the pleasure of the vestry, and will be determinable at any time by three months' notice on either side, and will be on the express condition that the solicitor appointed shall not have or make any claim for compensation for loss of office or for any cause whatsoever. The solicitor must, in addition, immediately upon his appointment, provide, and subsequently maintain throughout his tenure of appointment, an office for the transaction of the vestry's business within one of the wards of the parish. What would be left for the solicitor after providing offices and clerks does not appear clear, but it would seem that all that would be left would be the honour and glory of being solicitor to a vestry.

IT IS IMPORTANT upon a sale of leasehold property for the vendor, before the contract is made, to give the purchaser full opportunity of examining the lease under which the property is

held. Otherwise, if the lease contains onerous covenants, he may find it impossible to enforce the contract. In *Hyde v. Warden* (3 Ex. D. 72) it was urged that an intending underlessee must, by merely contracting for an underlease, be taken to have constructive notice of the provisions of the original lease, but it was held by the Court of Appeal that no such rule could be applied unless the underlessee had first had a fair opportunity of acquainting himself with the provisions of the lease. The same question arose in *Reeve v. Berridge* (20 Q. B. D. 523) with reference to a contract for the assignment of a lease, and was decided in the same way, the court observing that there was no distinction between the two cases. In each the purchaser must know that his vendor can confer on him no interest except subject to the covenants contained in the lease, and the effect of notice must therefore be alike in both cases. The result of that decision, following, as it did, *Hyde v. Warden*, is to throw on the vendor the duty of disclosing his title to the purchaser; and it is not for the purchaser to come to the vendor inquiring for documents. "There is great practical convenience," said Fry, L.J., in delivering the judgment of the court, "in requiring the vendor, who knows his own title, to disclose all that is necessary to protect himself rather than in requiring the purchaser to demand an inspection of the vendor's title-deed before entering into a contract, a demand which the owners of property would in some cases be unwilling to concede, and which is not, in our opinion, in accordance with the usual course of business in sales by private contract." The recent decision of STIRLING, J., in *Re White and Smith's Contract* (ante, p. 373), shews that the rule must be taken to be the same in sales by public auction. There, upon the sale of leaseholds, the particulars and conditions contained no statement as to the nature of the covenants in the lease, nor any notice that the lease might be inspected at the office of the vendors' solicitors or elsewhere. In point of fact the lease was open to inspection at the office of the solicitors prior to the sale, and the vendors, alleging that this was in accordance with the usual custom, contended that the purchaser was aware of the custom, and must therefore be taken to have had constructive notice of the contents of the lease. STIRLING, J., however, declined to whittle down in this way the rule that it is for the vendor to disclose his title, and he held that the purchaser had not had a fair opportunity of inspecting the lease. Hence the purchaser obtained rescission of the contract. In all such cases the particulars or conditions should state expressly when and where the lease can be inspected.

A NOVEL point was argued in the case of *Isaacs v. Chinery*, which was lately tried as a short cause by Mr. Justice GRANTHAM. The issue in dispute arose from the sale last year under an order in lunacy of the business of one F. H. D., trading as F. H. D. & Co., who some ten years ago was found by inquisition to be a person of unsound mind. The court appointed a committee to carry on this business for the benefit of the lunatic, and for the last five years prior to the sale the defendant, Mr. CHINERY, had acted in that capacity under an order of the court. At the time of the sale there was admittedly a balance of some £25 due to the plaintiffs, Messrs. ISAACS & SONS, for goods delivered and work done, and the Master in Lunacy having decided, for reasons not here material, to defer making payments from the estate, the plaintiffs sought to make the defendant personally liable for the settlement of their account. It was contended on the plaintiffs' behalf that they had supplied the goods invoiced in their ledger to F. H. D. & Co. upon the personal credit of the defendant as manager of the lunatic's business. In support of this contention, counsel argued that there was no difference between the position of a committee and that of a receiver and manager, for both were appointed by the court to carry on the business of a person who for some reason or other was unable to do so for himself. On the other hand, the defendant contended that, being only a committee, he was merely in the position of a bailiff, and as the assets of the business were not vested in him, he was not under any personal liability to the creditors of the business. It was submitted also that the goods in question, as others in previous years had been, were supplied by the plaintiffs on the credit of

the business, and consequently that they must look for indemnity to the assets of the business. The learned judge gave judgment in favour of the defendant, on the ground that the plaintiffs had executed the work and delivered the goods on the credit of the firm, and therefore that the committee—who was, in his opinion, in the position of a bailiff merely—was not personally liable. As this was a test action, and raised a question of considerable importance to commercial men, who often from the exigencies of business are unable before they execute orders to ascertain whether the manager of a particular business has been appointed by the court as a receiver or merely as a committee, costs were allowed on the High Court scale. During the arguments it was stated that there was not a single reported case of an action brought to make the committee of a lunatic personally liable.

### THE ILLEGALITY OF PICKETING.

THE judgment of the Court of Appeal in *Lyons & Sons v. Wilkins* (ante, p. 372) is interesting as being apparently the first decision in a civil proceeding upon the legality of picketing. In other trade-union cases which have occurred recently the courts have interfered to prevent pressure being put upon employers by holding that members of trade unions who adopt this course are actuated by malice in the technical sense of the term. Thus in *Temperton v. Russell* (41 W. R. 565; 1893, 1 Q. B. 715) it was held that workmen who induce others to break their contracts with the employer, or who induce others not to enter into contracts, with a view to compel the employer to accede to trade-union terms, commit an actionable wrong, the necessary element of "malice" being involved in the mere interference with the employer's liberty of action. The same idea was prominent also in *Flood v. Jackson* (43 W. R. 453; 1895, 2 Q. B. 21), a case now awaiting judgment in the House of Lords, and it was relied upon by NORTH, J., when he granted an injunction in the present case of *Lyons & Sons v. Wilkins*. It is not mentioned, however, in the judgments delivered in the Court of Appeal, the decision there being based solely on the illegality of picketing.

In respect of picketing, the Legislature, which has done so much to assist trade unions, has declined to countenance their methods of warfare. Formerly it was recognized that any combination among workmen to raise wages was criminal, although a vigorous protest against the existence of any such doctrine at common law was made by Lord CAMPBELL, C.J., in *Hilton v. Eckersley* (6 E. & B., p. 62); but the rule was relaxed by 6 Geo. 4, c. 129, and it was finally abolished by the successive enactments of the Trade Union Act, 1871, s. 2, and the Conspiracy and Protection of Property Act, 1875, s. 3. Under the Act of 1871 the purposes of a trade union are not, by reason merely that they are in restraint of trade, to be deemed to be unlawful, so as to render any member of the trade union liable to criminal prosecution for conspiracy or otherwise; and under the Act of 1875 an agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute between employers and workmen is not to be indictable as a conspiracy, if such act committed by one person would not be punishable as a crime.

But although the statute 6 Geo. 4, c. 129, recognized that combinations on the part of workmen to raise wages were not necessarily punishable as crimes, it contained a specific prohibition of any attempt to coerce an employer by violence, intimidation, or molestation aimed at any person, whether the employer, or a fellow workman, or otherwise. And this, as was pointed out by BRAMWELL, B., in 1867, in *Reg. v. Druiitt* (10 Cox. C. C., p. 601), was simply a declaration of the existing law. The public, he said, had an interest in the way in which a man disposed of his industry and capital, and if two or more persons conspired by threats, intimidation, or molestation to deter or influence him in the way in which he should employ his industry, his talents, or his capital, they would be guilty of a criminal offence. That, he continued, was the common law of the land, and it had been re-enacted by the statute of 6 Geo. 4. Upon the construction of this statute, it seems, however, to have been doubted how far "molestation" could be made to apply to the use of persuasion, and hence, by 22 Vict. c. 24, it was provided that no workman

should, by reason merely of his endeavouring peaceably and in a reasonable manner, and without threat or intimidation direct or indirect, to persuade others to cease or abstain from work in order to obtain a specified rate of wages or alteration of hours of work, be deemed to be guilty of molestation within the meaning of the statute. Here, then, there was an express legalization of persuasive methods, and possibly, too, a legalization of picketing so long as the pickets confined themselves to such methods. Hence in *Reg. v. Druiitt* (supra) BRAMWELL, B., said he was of opinion that if picketing could be done in a way which excited no reasonable alarm, or did not coerce or annoy those who were the subject of it, it would be no offence in law. It was perfectly lawful for workmen to endeavour to persuade persons who had not hitherto acted with them to do so, provided that persuasion did not take the shape of compulsion or coercion.

It will be seen that this statement of the law assumes that the picketing does not coerce the employer, but as all picketing has this result for its object, it is possible that BRAMWELL, B., intended only to exclude picketing which produced in the employer the immediate fear of injury. Picketing is merely one mode of making a strike effectual, and the sole object of the strike is to coerce the master into carrying on his business in a manner agreeable to the workmen. But even if Baron BRAMWELL's statement of the law is to be taken as a declaration in favour of peaceable picketing, its legality was soon afterwards put an end to by the Criminal Law Amendment Act, 1871. Section 1 of this Act forbade molestation or obstruction with a view to coerce a master to alter the mode of carrying on his business, and molestation and obstruction were defined to include the watching or besetting of the business premises of the employer. Under this statute therefore picketing, although for the purpose of persuasion of other workmen, became a criminal offence, if the object was the coercion of the employer. In *Reg. v. Hibbert* (13 Cox. C. C. 82) CLEASBY, B., seems to have thought that picketing might, under some circumstances, still be lawful. "Picketing," he said, "that is, the watching and speaking to the workmen as they come and go from their employment to induce them to leave their service, is not necessarily unlawful; nor is it unlawful to use terms of persuasion towards them to accomplish that object; but if the watching and besetting is carried on to such a length and to such an extent that it occasions a dread of loss, it would be unlawful." But, as already pointed out, the object of the picketing is necessarily the coercion of the master by making it impossible for him to carry on his business in his own way, and under the statute it seems to have become altogether unlawful.

The above provisions have been repealed, and the matter is now governed by the Conspiracy and Protection of Property Act, 1875. Section 7 provides that "every person who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, wrongfully and without legal authority . . . (4) watches or besets the house or other place where such other person resides, or works, or carries on business, or happens to be, or the approach to such house or place," shall, on conviction, be liable to the penalty specified. The section concludes as follows:—"Attending at or near the house or place where a person resides, or works, or carries on business, or happens to be, or the approach to such house or place, in order merely to obtain or communicate information, shall not be deemed a watching or besetting within the meaning of this section." The effect of the section is to continue the general prohibition of picketing introduced by the Act of 1871 with the sole exception of picketing for the purpose of obtaining or communicating information. In 1876 HUDDLESTON, B., took this view very decidedly in *Reg. v. Bauld* (13 Cox C. C. 282). In that case the workmen, while intending to keep strictly within the law, claimed the right to use picketing for the purpose of peaceable persuasion, and on their behalf it was urged that "watching and besetting," if merely done for the purpose of persuading the men to quit their employment, would not be illegal. But HUDDLESTON, B., observed that the only exception allowed by the statute was the watching or attending near a place for the purpose of obtaining or communicating information, and he was clear that the right claimed by the men

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did not exist. Their counsel acceded to this view, the men pleaded guilty, and upon giving an understanding that the picketing should cease were discharged. With regard to the exception in favour of picketing for the purpose of gaining information HUDDLESTON, B., considered that it was introduced in order to enable the strikers to discover "traitors" who, while getting their share of the money raised for the support of those on strike, went and worked as well, and thus got money from both sides.

In the present case of *Lyons & Sons v. Wilkins*, the Court of Appeal have done no more than adopt the above construction of the statute for the purpose of determining the rights of the workmen in civil proceedings. The plaintiffs are manufacturers in the city; the defendants are officials of a trade union. The union had ordered a strike against the plaintiffs, partly for an increase of wages and partly with the object of putting an end to the system of paying some persons by piecework and others by time. As part of the mode of carrying on the strike, the union picketed the plaintiff's premises, and the latter brought an action, and moved for an interlocutory injunction. Before NORTH, J., the case was treated as depending on the element of malice, and an injunction was granted restraining the defendants from maliciously inducing persons not to enter into contracts with the plaintiffs. In the Court of Appeal it was seen that the necessary relief could be given without reference to "malice" by restraining the defendants from conduct prohibited by the Act of 1875. Hence the injunction was varied so as to restrain the defendants from watching and besetting the plaintiff's premises, save only for the purpose of obtaining information.

#### LEGISLATION IN PROGRESS.

**PAYMENT INTO COURT.**—At one time it was a common practice with life assurance companies, in the event of difficulty as to the disposal of policy moneys, to pay the sum into court under the provisions of the Trustee Relief Act, but the practice was discontinued in consequence of an observation of JESSEL, M.R., in *Re Haycock's Policy* (1 Ch. D. 611), that it was not sanctioned by the Act. The Life Assurance Companies (Payment into Court) Bill, introduced by Lord MACNAGHTEN, proposes to give life offices the benefit of this procedure again by enacting that they may pay into court "any moneys payable by them under a life policy in respect of which, in the opinion of their board of directors, no sufficient discharge can otherwise be obtained." The memorandum prefixed to the Bill points out that where there are rival claimants the company can protect itself by interpleader. There are, however, many cases where no second claimant appears, but the company nevertheless cannot safely pay the money and discharge their liability, though anxious to do so, owing to the dealings that have taken place, and the uncertainty as to persons really entitled to payment. In such cases the Bill will afford the companies protection. The Bill has been read a third time, and passed by the House of Lords.

**BILL PASSED INTO LAW.**—The Royal assent was given on the 31st ult. to the Naval Works Bill.

#### REVIEWS.

##### THE PRACTICE IN WINDING UP.

**COMPANY PRECEDENTS FOR USE IN RELATION TO COMPANIES SUBJECT TO THE COMPANIES ACTS, 1862 TO 1890. PART II., WINDING-UP FORMS AND PRACTICE, ARRANGED AS FOLLOWS:—COMPULSORY WINDING UP; VOLUNTARY WINDING UP; WINDING UP UNDER SUPERVISION; ARRANGEMENTS AND COMPROMISES. WITH A CHAPTER ON DEBENTURES, AND COPIOUS NOTES, AND AN APPENDIX CONTAINING ACTS AND RULES. SIXTH EDITION.** By FRANCIS BEAUFORT PALMER, Barrister-at-Law, assisted by FRANK EVANS, Barrister-at-Law. Stevens & Sons (Limited).

This volume of Mr. Palmer's Company Precedents represents the work on winding-up practice of which two editions have already been published in separate form. It is now issued as part of the larger work, and the two volumes together form a complete guide to the formation and the winding up of companies, as well as to much that is incident to their management. We had occasion recently, on the publication of the first volume of this edition, to state our opinion of the services which Mr. Palmer had rendered to the profession by the careful and thorough manner in which he had undertaken the task of revision. The present volume calls for similar acknowledgment. At

the first glance it gives the impression that very little change has been made. The arrangement is the same, the numbering of the forms has not been altered, and they are to be found on the same pages. Since 1893, indeed, which was the date of the last edition, there have been no changes in the practice in winding up such as to call for anything like a recasting of the work. But a closer inspection shows that, though each page may contain practically the same forms and the same notes as before, yet the process of revision has been no light one. To take, for instance, the short chapter on winding-up orders, there is hardly a note which has not been in some slight way altered so as to give the latest authority in the actually current practice. The same course, to take another example, has been adopted in the very useful chapter on debentures, a special feature in which is the prefatory series of notes on matters most usually arising in connection with these instruments. In substance the notes and forms are unchanged, but a comparison with those in the corresponding chapter of the previous edition indicates at once the thoroughness of the revision and the variety of points upon which the decisions of the last three years have touched. Prominent among these are the decision of the Privy Council in *Newton v. Anglo-Australian Co.* (43 W. R. 401; 1895, A. C. 244), sanctioning mortgages of uncalled capital, and the decision of Kekewich, J., in *Sadler v. Worley* (42 W. R. 476; 1894, 2 Ch. 170), that debentures constituting a charge on property can be enforced by foreclosure.

A word may be added as to the general arrangement of the book. The successive chapters take up in natural order the points which ordinarily arise in the winding up of a company, from the presentation of the petition to the final dissolution. In connection with each the first question to be considered in practice is, What are the enactments and rules applicable to the case? and these accordingly are placed at the head of each chapter. Then follow general notes embodying at once the actual practice and the legal principles to be deduced from the authorities, and special notes are appended to many of the forms. The forms themselves, however, constitute the chief feature of the book, and Mr. Palmer has introduced so great a variety that the practitioner, with this work in his hand, can hardly fail to find a form suitable for the case before him. In the main they are copies of orders which have been made by the High Court. An appendix contains the relevant provisions of the statutes relating to winding up, the rules and orders, and other matter of practical importance, and there is an elaborate index. The book will continue to be a safe and a necessary guide in winding-up practice.

#### BOOKS RECEIVED.

The Law relating to Friendly Societies, comprising the Friendly Societies Acts, 1875 to 1893, as amended by the Friendly Societies Act, 1895, together with an Appendix containing Model Rules and the forms appended to the Treasury Regulations, 1896. By FRANK BADEN FULLER, B.A., Barrister-at-Law. William Clowes & Sons (Limited).

#### CORRESPONDENCE.

##### RESTRAINT ON ANTICIPATION.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the article at p. 363 in the current volume, and to the case of *Sampson v. Sampson* at p. 353, it may be doubted whether the intention of settlors is not being defeated by such cases as those referred to and the position of trustees rendered less secure. Whether the income has or has not become due, the intention is that it should be paid to the beneficiary personally and not be stopped on the way by any assignee, bankruptcy trustee, &c. If the present form of trusts for females is not effective, a form should be devised which would be, and it is suggested that it might be founded on terms used for men, somewhat modified to remove any doubt suggested by the recent cases. In a past volume a new form was suggested; perhaps the gentleman who made the suggestion would try his hand at a revised form to meet the later cases.

March 30.

##### DAMAGE BY EXPLOSIVES.

[To the Editor of the Solicitors' Journal.]

Sir,—Can you inform me whether the licence from the Home Office to erect an explosive factory prevents the operation of the rule of law, exemplified by such cases as *Rylands v. Fletcher*, which renders the company liable to adjoining owners for damages done by an explosion?

AN INQUIRER.

[We are not aware that the question has ever been discussed, but there seems to be nothing in the granting of the licence to excuse the manufacturer of the explosives from his ordinary civil liability. The licence simply enables him to carry on a business which otherwise is prohibited.—ED. S.J.]

## CASES OF LAST SITTINGS.

## High Court—Chancery Division.

Re WEBBER, GRIBBLE v. WEBBER—North, J., 26th March.

FINANCE ACT, 1894 (57 &amp; 58 VICT. c. 30)—ESTATE DUTY—SETTLEMENT ESTATE DUTY.

This was an originating summons taken out to determine whether (a) estate duty and (b) settlement estate duty should be paid out of two legacies of £2,000 and £800 left by the will of Thomas Webber dated the 27th of February, 1890, to Matilda Ann Webber and Emily Leach Kersley and their respective children or out of residue.

NORTH, J.—In this case the testator made his will before, but died after, the coming into operation of the Finance Act, 1894. There are two legacies, and then the estate is divided into thirty shares given to different persons, some absolutely and some settled, and the question is, Who is to pay estate duty and settlement estate duty? As regards the shares given absolutely, and indeed all the shares, it is clear that estate duty is payable. The legatees of £2,000 and £800 before the passing of the Finance Act would have had to pay one per cent., they now escape altogether. The Act imposes duty on the personal estate the executors receive, and the executor is directed to pay it. I can find nothing in the Act to allow him to recoup himself in any way. Sections 1, 2, 4, and 6 must be referred to. Part of the duty the executors are bound to pay, and part they may pay. The Act does not ignore the fact they often cannot tell exactly what the property is at the time the affidavit is carried in. Section 6 (4) deals with estate duty paid by a person accountable for duty other than the executor. By section 8 (3) the executor has to state everything on which duty is payable, not because he has to pay it, but because such a course is convenient. Section 5 imposes settlement estate duty. Section 6 deals with the collection and recovery of estate duty. Is settlement estate duty the same as estate duty? It seems to me that "estate duty" covers it. If this is not so, there is no provision in the Act as to the payment of settlement estate duty. Turning to the interpretation clause, "estate duty means estate duty under this Act." This seems absurd, but the explanation Mr. Cartmell gives is that "estate duty" is used in other statutes. The result is that settlement estate duty is part of the burden the executor has thrown on him. Is there anything to shew that he can throw it on any particular share? Section 9, sub-sections (1) and (4), does not apply where the whole property has passed to the executor as such. It is said it is unfair that duty caused by the settlement of shares has to be borne by the shares which are not settled, but in my opinion the executors cannot get back the duty they have paid.—COUNSEL, *Adams, Butcher, Cartmell, A. Road, Solicitors, Surr, Gribble, & Co.; Carr & Sons, for Battams & Hutchinson, Ealing.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

PATERSON v. GAS LIGHT AND COKE CO.—Kekewich, J., 18th March.

COMPANY—DEBENTURE-HOLDERS—RECEIVER AND MANAGER—ARREARS OWED BY COMPANY FOR GAS—REFUSAL TO CONTINUE SUPPLY TO RECEIVER AND MANAGER UNLESS ARREARS PAID—"OWNER OR OCCUPIER"—GASWORKS CLAUSES ACT (1847) AMENDMENT ACT, 1871 (34 &amp; 35 VICT. c. 41), s. 11—GAS LIGHT AND COKE COMPANY'S ACT, 1872, s. 18.

The plaintiffs were co-receivers and managers on behalf of mortgage debenture-holders of Marriage, Neave, & Co. (Limited), corn millers and flour dealers, Battersea, the first-named being appointed by the trustees for the second debenture-holders under the powers contained in their trust deed, and entering into possession of the company's premises on the 7th of February, 1896, and carrying on the business until the 17th of February, on which date he and the second-named plaintiff were, by an order of the court in an action by the first debenture-holders, appointed joint receivers and managers of the property and business of the company. Since the latter date they had been in possession, and carried on the business. The Gas Light and Coke Co. supplied gas to the mills, and threatened to cut off the supply under the following circumstances. Marriage, Neave, & Co. were indebted to the gas company to the amount of £90 14s. 5d. for gas supplied for the quarter ending December, 1895. This amount was not paid, and on the 25th of February a final notice was left at the company's office at Battersea requiring payment, and stating that if default were made the supply would be cut off. By an oversight the receivers and managers had omitted to give notice as incoming tenants to the gas company that they required a supply of gas. But on the 26th of February Mr. Paterson wrote to the gas company, on behalf of himself and his co-receiver, stating that he had been in possession, on behalf of the second debenture-holders, since the 7th of February, and, as co-receiver with Mr. Stephens under an order of the court, since the 17th of February on behalf of the first debenture-holders, on whose behalf he and Mr. Stephens were now carrying on the business; that they desired to be supplied with gas and to become renters of the gas company from the 7th of February, and offering to pay for all gas consumed after that date, but regretting that it was not in their power to pay the debt due from Marriage, Neave, & Co. (Limited), and asking for the matter to stand over to be dealt with by the liquidator. On the 27th of February the defendant gas company wrote to the plaintiff, Paterson, that the supply of gas would be discontinued unless they received payment of the £90 14s. 5d., or a guarantee for the payment of the account and for all gas from December, 1895. By arrangement the defendants, on payment by the plaintiffs, agreed not to cut off the gas, and to abide by any order the court might make with regard thereto. The plaintiffs, on the 5th of March, issued a writ, and gave notice of motion for an injunction to restrain the

gas company from cutting off the supply of gas, and, on the motion being heard, it was agreed that the motion should be treated as the trial of the action. The plaintiffs contended that they were new "occupiers," that they had by their letter of the 26th of February given notice to the gas company that they required a supply of gas, and had stated they were willing to give the necessary security, and that they were consequently under Section 11 of the Gasworks Clauses Act (1847) Amendment Act, 1871, entitled to a supply of gas from the defendants. They further said that, though continuing on behalf of the debenture-holders, the business of the outgoing tenants, they had paid no consideration for so doing, and were therefore not liable for arrears due from Marriage, Neave, & Co., and that that gas company were consequently bound, in the absence of collusion between the incoming and outgoing tenants, under section 18 of the Gas Light and Coke Company's Act of 1872 to supply them with gas as required. The defendants contended that the plaintiffs were not new occupiers, and that even if they were, they had not complied with the requirements of section 11 of the Gasworks Clauses Act, 1871, and, moreover, that they represented the first mortgagees, and as such, were carrying on the business on behalf of principals who had paid a consideration for it, and consequently were not protected by section 18 of the Gas Light and Coke Company's Act, 1872. Section 11 of the Gasworks Clauses Act, 1871, provides that "the undertakers shall, upon being required so to do by the owner or occupier of any premises, . . . give, and continue to give a supply of gas to such premises, . . . subject to the conditions following. . . . Every owner or occupier of premises requiring a supply of gas shall serve a notice upon the undertakers at their office specifying the premises in respect of which such supply is required, and the day (not being an earlier day than a reasonable time after the date of the service of such notice) upon which such supply is required to commence, enter into a written contract with the undertakers (if required by them so to do) to continue to receive and pay for a supply of gas for a period of at least two years, &c. . . . Provided always that the undertakers may, after they have given a supply of gas for any premises, by notice in writing, require the owner or occupier of such premises, within seven days after the date of the service of such notice, to give to them security for the payment of all moneys which may from time to time become due to them in respect of such supply, . . . and if any such owner or occupier fails to comply with the terms of such notice, the undertakers may, if they please, discontinue to supply gas for such premises so long as such failure continues." Section 18 of the Gas Light and Coke Company's Act, 1872, is as follows: In case any consumer leave the premises where gas was supplied to him without paying to the company the rate or meter rent due from him, the company shall not require from the next tenant of the premises payment of the arrears so left unpaid, unless the incoming tenant agreed with the defaulting consumer to pay the arrears, or unless the incoming tenant shall continue the trade or business of the outgoing tenant, and shall have paid to the owner, lessee, or mortgagee in possession or to the outgoing tenant of such premises a consideration for so doing, but the company shall, notwithstanding any such arrears in the absence of collusion between the outgoing and incoming tenant, supply gas to the incoming tenant as required by this Act, on being required by him so to do. The following cases were cited: *Re Smith, Ex parte Mason* (41 W. R. 159; 1893, 1 Q. B. 323), *Corporation of Bacup v. Smith* (38 W. R. 697, 44 Ch. D. 395), *Rhodes v. Dawson* (34 W. R. 240, 16 Q. B. 548).

KEKEWICH, J., said there were three questions with which he would deal separately. First, whether the plaintiffs, the receivers and managers appointed by the order of the 17th of February, 1896, were occupiers entitled to the supply of gas as coming into possession of the premises for the first time, and not as successors to the preceding occupier so as to hold on his behalf, not bound to pay for gas consumed by their predecessors; but on the other hand bound to give the notices required of section 11 of the Act of 1871. His lordship thought that on the Acts of Parliament they were new occupiers, and as such entitled to a supply of gas. *Re Smith* had been cited against that contention, but that case was decided on circumstances differing from those in the present case. The court there held that the debtor was still the occupier, and a receiving order did not of necessity deprive a debtor of occupation. Vaughan Williams, J., there decided that the receiver was in occupation on behalf of the debtor. Here it was different. The receiver came in on behalf of the debenture-holders, ousting the company, who were the previous occupiers, from possession, and therefore his lordship thought the plaintiffs were clearly new occupiers, and, of course, as such they were not liable for gas supplied up to the date of their coming into possession; but were entitled, on proper terms, to be supplied with gas. The second point was, Were the plaintiffs liable under the exception in section 18 of the Act of 1872, on the ground that though incoming tenants they had continued the trade or business of the outgoing tenant, and had paid to the outgoing tenant consideration for so doing? It could not be contended that they had actually paid such consideration, but it had been argued that they held possession on behalf of debenture-holders who were carrying on the trade or business of the company in consequence of consideration which they had paid. But the receivers and manager were principals liable to be sued for any debts they might incur in carrying on the business, although they had paid no consideration and were personally liable (although, of course, they were indemnified). The third question was, Were the plaintiffs, as new occupiers, entitled to have a supply of gas? The gas company were not bound to supply new occupiers unless a proper request was made to them and the terms of the Act complied with—i.e., that they signed a contract to pay the rent, and, if required, give security according to the terms of the Act of Parliament. That being so, and it not being strictly a question of cutting off or discontinuing the supply, but rather of granting a new supply, the gas company would be within their rights in refusing a supply until the

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new occupiers had complied with the terms of the Act of Parliament, and in saying "we will not recognize the contract with your predecessors, but insist on having a new contract with you," but unfortunately the gas company had desired to try the question of liability for the arrears of the preceding quarter, and his lordship thought, on the facts, that the accidental omission by the plaintiffs to strictly comply with the requirements of section 11 of the Act of 1871 was mainly owing to the gas company's having mixed up the two matters. Moreover, his lordship thought that the plaintiffs had subsequently, by their letter, given sufficient notice to the gas company as to the "premises in respect of which the supply was required" to comply with the requirements of the Act, and he was also of opinion that, taking all the circumstances into consideration, and remembering that all the requisites for a supply were already there, that there was no departure from the Act in saying that "we desire to be supplied immediately" in the sense that "we desire the supply shall not cease." His lordship, therefore, held that the plaintiffs succeeded on all points, but said that they must undertake to sign a proper contract in proper form for the supply of gas to the premises as from the 7th of February, 1896, and that they must also undertake to give such security (if any) as they were required to give pursuant to the terms of the Act of Parliament.—COUNSEL, *Renshaw, Q.C., and A. R. Kirby; Warrington, Q.C., and Danckwerts*. SOLICITORS, *Grundy, Kershaw, Saxon, Sampson, & Co., for Grundy, Kershaw, & Co., Manchester; Bedford, Monier-Williams, & Robinson*.

[Reported by C. C. HENSLY, Barrister-at-Law.]

**M'KEOWN v. THE BOUDARD PEVERIL GEAR COMPANY (LIM.).**—  
Romer, J., 25th March.

COMPANY—CONTRACT TO TAKE SHARES—PROSPECTUS—NON-DISCLOSURE—  
MATERIAL FACTS.

The plaintiff in this action claimed the rescission of a contract to take thirty-five shares in the defendant company, on the ground of a misrepresentation in the prospectus, and also the rectification of the register and the repayment to him of the amounts paid in respect of such shares. The facts of the case were as follows:—In October, 1894, the plaintiffs issued a prospectus on the faith of which the plaintiff subscribed for his shares. This prospectus, after describing the invention of an improved gear the property of the company to be used with cycling machines, went on to state "that within a few weeks of each other the following exciting, and at the time unheard of, performances took place indicating how much cycling will be changed by the advent of the Boudard Peveril gear. All the following were officially timed by official time-keepers of the Roads Records Association. 'The records set out in the prospectus were the following: 'Edinburgh to London,' 'Fifty miles' Polytechnic C.C.,' 'Fifty miles' World's Record,' 'Land's End to John o' Groats.'" The prospectus continued: "Of course the records quoted are by no means final. Such velocity has been and will be increased both on old and new gear, and the true merits of the new Boudard system are therefore all the more likely to be clearly seen and appreciated." There was evidence that at the time at which the prospectus was issued some of the records had ceased to be records, the performances described having been beaten. The plaintiff claimed to have the contract rescinded on the ground that the omission to disclose this fact rendered the prospectus misleading. It was argued that if such statements were allowed, prospectuses would become traps for the unwary investor. Mere puffing might become material when there was a deliberate omission to state facts. For the defendants it was submitted that the words "at the time unheard of" were sufficient to shew that the records were not existing records, and that, assuming his statements to be correct, the plaintiff had been induced to apply for shares by his own misreading of the prospectus, which did not entitle him to rescind.

ROMER, J., held that the plaintiff was not entitled to rescind the contract. It had, his lordship observed, been argued on his behalf that he was entitled to rescind because the prospectus represented that certain performances had not been excelled between the time of the occurrence and the issue of the prospectus. There was nothing, however, in the prospectus that amounted to such a statement. As to the omission of the fact that the records had as a matter of fact been beaten, it was impossible to say that a contract to take shares could be rescinded apart from misrepresentation merely on the ground that the directors had not set forth all the arguments, pro and con, which might induce a person to apply or not apply for shares. To require such information would make it a dangerous matter to issue a prospectus at all.—COUNSEL, *C. E. E. Jenkins; Neville, Q.C., and Wheeler*. SOLICITORS, *Woodcock, Ryland, & Parker, for Gantt & Lingard, Manchester; John B. Purchase*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

**High Court—Queen's Bench Division.**

**REG. v. HORACE SMITH, ESQ., AND ANOTHER**—27th January  
and 28th March.

PRACTICE—METROPOLITAN POLICE COURT—JURISDICTION—MILK SOLD WITH  
A WRITTEN WARRANTY—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39  
VICT. c. 61), ss. 6, 10, 13, 20, 27—AMENDMENT ACT, 1879 (42 & 43 VICT.  
c. 30), s. 3.

In this case a rule nisi had been granted, directed to Horace Smith, Esq., sitting at Clerkenwell Police Court, to hear and determine the matter of two informations preferred by Patrick Mernagh, an inspector of nuisances for the parish of St. Mary, Islington, against David Kerr for giving false warranties on the 14th and 26th of June, 1895, in respect of two churns

of milk sold by him to the Manor Farm Dairy Co. (Limited), contrary to the provisions of section 27 of the Sale of Food and Drugs Act, 1875. The facts were these: The informant on two occasions took samples of milk in course of delivery by the Manor Farm Dairy Co. (Limited), to the Great Northern Central Hospital at their premises in the Holloway-road, in the parish of St. Mary, Islington, and on analysis it was found that the two samples were adulterated with 5 per cent. and 14 per cent. respectively of added water. On his information, proceedings were instituted under section 6 of the Food and Drugs Act, 1875, against the Dairy Farm Co. At the trial the company proved that the milk was as received by them at East Finchley-road Station from the vendor—a farmer in Rutlandshire—who supplied it under a contract, with a warranty in writing attached to each churn as to its purity. The magistrate, Mr. Bros, dismissed the summons against the company and granted one against the farmer, David Kerr, for selling milk with a false warranty, contrary to the provisions of section 27 of the Sale of Food and Drugs Act, 1875. The information came on for hearing before Mr. Horace Smith, the sitting magistrate at the Clerkenwell Police Court, on the 20th of July, but he declined to hear and determine the charge on the ground that he had no jurisdiction to do so because (1) the warranty was attached to the churn at the farm in Rutlandshire and the milk delivered by the farmer to the company at East Finchley-road Station, both being places out of the jurisdiction of that court, and (2) the person giving the information was not a person competent to take out a summons under section 20 of the Act of 1875. On these facts the court (Grantham and Wright, JJ.), granted a rule nisi to compel the magistrate to hear and determine the matter. Counsel, in showing cause against the rule being made absolute, referred to *Reg. v. Titterton* (43 W. R. 603; 1895, 2 Q. B. D. 61), and *Duckler v. Wilson* (1896, 1 Q. B. D. 83). In support of the rule the following cases were cited: *Rouch v. Hall* (29 W. R. 304, 6 Q. B. D. 17), *Rolfe v. Thompson* (1892, 2 Q. B. D. 196, 40 W. R. Dig. 6). *Cur. adv. euit.*

The judgment of the COURT (HAWKINS and KENNEDY, JJ.), was delivered by

HAWKINS, J., who said it was beyond doubt that in fact neither the sale nor the warranty, nor the delivery to the company, was made within the limits of the Clerkenwell Police Court's district, and it was not suggested that any sample was taken of the milk at the place or during the course of delivery to the dairy company. Unless, therefore, some enactment could be found altering the general rule of law that an offence must be prosecuted before a tribunal having jurisdiction to entertain it within the county or place in which it had been committed, the magistrate at Clerkenwell had no jurisdiction. It was said that such an enactment was to be found in section 20 of the Act of 1875. The court was not of that opinion. The offence of which the dairy company were charged was framed under section 6 of the Act of 1875. No such offence could be charged against Kerr, for he neither sold nor delivered any milk to the hospital committee. He was charged under section 27 for giving a false warranty in writing to his purchasers. In his opinion section 20 of the Act of 1875, which enacted that when, by the certificate of the analyst, it should appear that an offence against some one of the provisions of that Act had been committed, the words "or of section 3 of the Act of 1879" should be added, in order that the formalities required as to the production of samples of milk by the Act of 1875 might be simplified by the provisions as to the analysis of milk set out in section 3 of the Amendment Act of 1879. It had been held that the certificate of an analyst was a condition precedent to a prosecution under section 20 of the Act of 1875: (see *Pearl v. Barston*, 44 J. P. 699, and *Smart v. Watts*, 43 W. R. 379, 1895; 1 Q. B. D. 219), and it seemed to him open to question that the words "When the analyst having analyzed any article" at the commencement of that section, must be interpreted to mean the official analyst of the district appointed under section 10, who was required to give his certificate under section 13. Section 18 which, with reference to the schedule of the Act, prescribed the form of the certificate, evidently contemplated an analysis by the local analyst of the article analyzed as it was at the time it was delivered to him. The expression used by the learned judge in his judgment in *Fortune v. Hanson* (40 S. J. 240, 1896; 1 Q. B. D. 205), to the effect that the certificate was "practically conclusive" was intended only to convey the impression he entertained that in the vast majority of cases brought before justices no other evidence was offered of the impurity of the article, and to point out the great importance of insisting upon the certificate containing all the material details of the analysis to enable the justices themselves to form a judgment on the question before them. Had he intended to do more he should have qualified this expression in that judgment by what he had stated in the present case. For these reasons the court was of opinion that the magistrate was right, and the rule must be discharged.—COUNSEL, *A. T. Toller; Macmorran, Q.C.* SOLICITORS, *P. G. Addison; Stanley Hoare*.

[Reported by RASKINS REED, Barrister-at-Law.]

**Solicitors' Cases.**

**Re A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY**—  
30th March.

SOLICITOR—CONVICTION—APPLICATION TO HOME OFFICE.

In this case the court was moved to strike off the rolls the name of a solicitor on the ground that he was convicted at Leeds Assizes in December of publishing a libel with the intent to extort money and goods, for which he was sentenced to twelve months' imprisonment with hard labour. The court was asked on his behalf to deal leniently with the solicitor having regard to the circumstances of the case, or that they should adjourn the matter until he came out of prison and could instruct

counsel for his defence. It was suggested that the letter which constituted the libel was not intended to bear the meaning which the jury had put upon it. An application was about to be made to the Home Office. Many solicitors were anxious that that should be done. For the Law Society it was contended that it was a well-recognized practice and almost the invariable rule to strike a solicitor's name off the rolls in the case of a conviction. There was power, it was said, to restore the name afterwards in certain cases.

THE COURT (DAY and WRIGHT, JJ.) said that there was some cause for the suggestion that counsel should be heard on behalf of the solicitor, and granted an adjournment for three months with liberty to apply for a further adjournment if necessary. — COUNSEL, *Hollams*; C. E. Jones. SOLICITOR, E. W. Williamson.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

**Re S., A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY—30th March.**

**SOLICITOR—COSTS—MOTION TO STRIKE OFF THE ROLLS—COSTS OF PROCEEDINGS BEFORE THE COMMITTEE OF THE INCORPORATED LAW SOCIETY—NOTICE OF MOTION.**

In this case the Committee of the Incorporated Law Society found that the respondent had, acting as solicitor for the complainant, received on his account moneys amounting to £1,092 16s. 5d., and misappropriated that amount to his own use. The solicitor did not appear to oppose the motion to the Queen's Bench Division to consider the report, and his name was ordered to be struck off the rolls. Mr. Hollams asked for the costs of the proceedings before the committee and of the motion. [WRIGHT, J.—You must give notice of that. It is not in your notice of motion.] The notice of motion, which was in the usual form, was as follows: "Take notice that on Wednesday, the 19th day of February, 1896, or so soon thereafter as counsel can be heard, this honourable court will be moved on behalf of the Incorporated Law Society of the United Kingdom to consider the report of the committee filed herein on the 31st day of January, 1896 (a copy whereof accompanies this notice), in reference to the application of Morris Evans to strike off the rolls or suspend from practice the above-named solicitor on the ground of professional misconduct, and that the court, on consideration of the said report, will be asked to make such further order as to the court may seem fit." Mr. Hollams said that it had not hitherto been usual to give notice that the costs would be asked for. The report of the committee had been treated in the same way as that of a master. The latter part of the notice, which referred to "such further order as to the court may seem fit," would convey to the respondent the idea that he might be called upon to pay the costs of the proceedings before the committee, as, in some cases, the payment of such costs had been inflicted by way of punishment.

DAY, J.—The point is not of the slightest practical importance. But at the same time I do not want to set a precedent the wrong way. I think you are entitled to the costs.

WRIGHT, J.—I will not dissent from my learned brother. But I advise you to mention the costs in your notice of motion in the future. — COUNSEL, *Hollams*. SOLICITOR, E. W. Williamson.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

**WOOD'S PATENT BRICK CO. v. CLOKE—31st March.**

**PRACTICE—COUNTY COURT—SOLICITOR AND CLIENT COSTS—JUDGMENT FOR AMOUNT LESS THAN £10 RECOVERED ON COUNTER-CLAIM—ORD. L., R. 13, s. (c).**

This was an appeal against the refusal of the registrar of the City of London Court to allow the solicitor for the defendant in an action, tried before Mr. Commissioner Kerr, his costs of attendance in a taxed bill of costs in respect of a counter-claim in which his client was successful. The action was tried on the 15th of October, and the plaintiff company claimed £25 for goods they had carried for the defendant. The defendant counter-claimed £29, and Mr. Commissioner Kerr decided that the plaintiff company was entitled to £11, and that the defendant should recover £9 of the amount claimed in the counter-claim. No special order was made as to costs. By ord. L., r. 13, s. (c) of the County Court Rules, the costs of an action shall be taxed on a varying scale according to the amount each of the parties recovered on their respective claims. On behalf of the appellant it was submitted that although he was the defendant in the action, he became for all purposes the plaintiff in the counter-claim, and having been successful in recovering £9, he was entitled to have his costs — which, there being no order made, followed the event — taxed as those of a plaintiff on the lower scale. Under the heading of "Costs on the Lower Scale" on page 319 of the C. C. A. P., 1896, it is expressly directed in paragraph 3 that "where the amount recovered exceeds £5 but does not exceed £10, the solicitor for the plaintiff shall be allowed 10s. for preparing for and attending at the trial." If the court considered he was entitled to charge as a successful defendant in the action then he would be entitled to 15s. for attendance under paragraph 6. [DAY, J.—No, certainly not.] The learned judge had refused to allow this item on the ground that the attendance of the solicitor for the counter-claim was unnecessary, the action having been argued by the counsel. [DAY, J.—He was bound to be there to resist the plaintiff's claim, and now he desires to be paid for attending a few minutes longer in court during the hearing of the counter-claim.] Counsel admitted that the solicitor need not have remained, as the counter-claim was argued by counsel, but he had had to take instructions and attend on counsel, and on that account was entitled to be paid. The amount was small, but it was a question of principle. [LAWSON, J.—The question of costs is in the discretion of the

judge.] That was so, but as the judge had made no special order as to costs the ordinary rules applied.

THE COURT (DAY and LAWRENCE, JJ.) allowed the appeal. — COUNSEL, A. S. Oppe. SOLICITORS, *Halles, Trustram, & Co.* No one appeared for the respondent.

[Reported by ERSKINE REID, Barrister-at-Law.]

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

**LAW STUDENTS' DEBATING SOCIETY.**—March 31.—Chairman: Mr. Cyril H. Pryor.—The subject for debate was "That some system should be adopted for the taxation and registration of cycles." Mr. George Prosser opened in the affirmative; Mr. Herbert Smith opened in the negative. The following members also spoke:—Messrs. W. H. Davies, W. E. Singleton, R. Leader, W. H. Jones, E. Allen, W. B. Clarke, J. C. Gordon, F. G. Jones, F. H. May, R. Blagden, A. E. Clarke, A. W. Watson. The motion was lost by one vote.

**MANCHESTER LAW STUDENTS' SOCIETY.**—March 10.—Mr. G. P. Allen in the chair.—After the usual preliminary business a debate was opened on the following lines. A. B., a solicitor, sends a whole life proposal to an office, and the first premium thereon is paid. A. B. is not an agent for the office, and nothing is said about commission at the time of the proposal being introduced, and the office at that time had no printed list of commission allowances to non-agents. The practice of the office was to pay commission in such a case at the rate of 10 per cent. on the first premium, and 5 per cent. on renewal premiums. Commission at this rate was paid to A. B. until his death. After his death a claim is made on the office by the executors for commission on the subsequent renewals. Is the office liable to the executors of A. B. for commission on renewals becoming payable after the death of A. B.? Mr. C. A. Buckley spoke in the affirmative, and Mr. Leonard Bottomley in the negative, and the following gentlemen also spoke: Messrs. F. S. Oppenheim, J. W. Robson, A. Richardson, and Z. M. Lord, for the affirmative, and Messrs. F. W. Watson, F. Preston, E. C. Pearson, J. D. Pennington, J. Hurst, F. Williamson, and G. Livesey for the negative. The chairman, in summing up, explained the true relation of an agent to an insurance company, pointing out that it was on the agent that a company relied for keeping the various risks on foot, that therefore A. B., by introducing the risk and seeing that it was kept up, was annually inducing the person whose life was insured to keep up the assurance, and that on his death the agency would lapse and risk go to another office. The meeting thereupon came to a verdict in favour of the negative by a majority of seven.

**BLACKBURN AND DISTRICT LAW STUDENTS' DEBATING SOCIETY.**—March 30.—Mr. H. Backhouse, solicitor, Blackburn, in the chair.—The subject for discussion was as follows: "That the case of *Sarson v. Roberts* (1895) was wrongly decided." Mr. J. Campbell led for the affirmative, and was supported by Messrs. Calvert, Hindle, and Riley. Mr. R. Ferguson spoke on behalf of the negative, being supported by Messrs. Backhouse, Cooper, and Hilton. The question was decided in favour of the negative by a majority of five.

## LEGAL NEWS.

### APPOINTMENTS.

MR. ROBERT WEDDELL, solicitor, of Berwick, has been elected TOWN Clerk of Berwick in succession to the late Mr. Robert Douglas, who held the office nearly thirty years.

MR. CHARLES KING FRANCIS, Barrister, has been appointed a Metropolitan Police Magistrate, in the room of Mr. Bushby, retired.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

JOHN HUBERT CHILD, EDWARD NORTON, and CHARLES JOHN MEAD CHILD, solicitors (Child & Norton), 12, Sloane-street, Chelsea, London. March 24. The said John Hubert Child and Charles John Mead Child will continue the business under the style of Child & Child, at No. 12, Sloane-street aforesaid. The said Edward Norton will carry on business as Blachford, Riches, & Norton, at No. 15, Walbrook, in the City of London. [Gazette, March 27.]

### INFORMATION WANTED.

MISSING WILL.—DR. CHARLES LOUIS WEBB, deceased.—Any person giving information leading to the discovery of the WILL made in 1894 of this gentleman (late of Plymouth, Portsmouth, Margate, and Gloucester), or the draft thereof, the person by whom it was prepared, or the first attesting witness thereto, will be REWARDED.—Apply Mr. Godfrey, Solicitor, 4, West Smithfield, London.

### GENERAL.

It is rumoured that Sir W. C. Windeyer, senior judge of the Supreme Court of New South Wales, is to be the first Australian representative on the Judicial Committee of the Privy Council under the provisions of the



Act recently passed, with the object of giving the colonies direct representation on the tribunal that hears appeals from all parts of the Empire.

The *St. James's Gazette* says that Mr. C. K. Francis, the new Metropolitan magistrate in place of Mr. Bushby, was once a famous cricketer at public school and university. He was the crack bowler at Rugby in the late sixties, when that school had a very crack eleven indeed. When he was at Ox.ord, Mr. Francis played four times against Cambridge (1870 to 1873 inclusive). In the memorable match of 1870—won by Cambridge by two runs—he took twelve wickets.

The Lord Chief Justice has accepted an invitation from the American Bar Association to attend its annual meeting, to be held at Saratoga Springs, New York, on the 19th, 20th, and 21st of August of the present year. He will be accompanied by Sir Frank Lockwood, Q.C., M.P., Mr. Montague Crackanthorpe, Q.C., and Mr. James Fox, of the South-Eastern Circuit.

The *Times* says it is understood that the Budget will include certain proposals relating to the death duties. According to the information which reaches us, the Government do not contemplate any immediate overhauling of the system inaugurated by Sir William Harcourt two years ago; but it is recognized that in some respects the existing arrangement works harshly, and modifications will be suggested with a view to removing glaring anomalies. A memorial dealing with the subject was forwarded to the Chancellor of the Exchequer last week. Although this partook of the nature of a semi-private communication, it was signed by a considerable number of members of Parliament, and, since it was sent in, many other hon. gentlemen have expressed concurrence in the movement.

The first smoking concert of the Solicitors' Managing Clerks' Association was given by the council on the 24th ult., at the Holborn Restaurant. The Lord Chief Justice of England and Mr. Justice Romer honoured the council with their presence, and amongst the many legal guests were Mr. Montague Crackanthorpe, Q.C., Mr. F. O. Crump, Q.C., Mr. T. T. Bucknill, Q.C., M.P., Mr. Augustine Birrell, Q.C., M.P., Mr. Bramwell Davis, Q.C., Mr. H. T. Eve, Q.C., Mr. J. R. Mellor (Master of the Crown Office), Mr. Ingle Joyce, Mr. Edward Shearman, Mr. Charles Burney, Mr. S. F. B. Bucknill, and Mr. F. A. Stringer. An excellent programme had been provided by the concert committee, including a clever musical sketch by Mr. Harold Montague, from whom a double encore was demanded, and a most enjoyable concert was terminated by the chairman (Mr. Davies) saying a few well-chosen words of thanks to the gentlemen of the bar for their presence. The vice-chair was occupied by Mr. Joseph Wright, and he and Mr. Alfred Turner, the secretary, were most assiduous in attending to the comfort and pleasure of all present at the concert.

## COURT PAPERS. CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1896.	NORTHERN.	N. EASTERN.
Commission Days.	Grantham, J. Collins, J.	Wright, J.
Saturday, April 11 .....	Manchester (Civil)	
Saturday, " 18 .....	Liverpool (Civil)	
Saturday, " 25 .....	Manchester 2 (Civil and Criminal)	
Wednesday, May 6 .....	Liverpool 2 (Civil and Criminal)	Leeds (Criminal)

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

## WINDING UP NOTICES.

*London Gazette*—FRIDAY, March 27.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**BRIGHTON AQUARIUM CO., LIMITED**—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to the liquidators, at the Brighton Aquarium. Eggar, Brighton, solicitor to the liquidators.

**D. R. HURTER, LIMITED**—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Charles Baker, 303, Strand.

**OVERSTONE CYCLES AND RISE AND TYRE CO., LIMITED (IN LIQUIDATION)**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Thomas D. Challoner, 13, Mosley st, Newcastle-on-Tyne.

**EDWARD CLARK, SOLICITOR TO THE LIQUIDATOR, NEWCASTLE-ON-TYNE**

**SEDDON SHEPHERD & CO., LIMITED**—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Arthur Pailley, 21, Lime st.

### FRIENDLY SOCIETY DISSOLVED.

**ST ANNE'S STANLEY FRIENDLY SICK AND BURIAL SOCIETY, 81 Anne's Schoolroom, Derby Lane, Old Swan, Liverpool.** March 18

### SUSPENDED FOR THREE MONTHS.

**LODGE OF UNITED BROTHERS, Queen's Head, Steelhouse Lane, Birmingham.** March 24

*London Gazette*—TUESDAY, March 31.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**BARKING JUTE FACTORY, LIMITED**—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to George Alexander Touch, Winchester House, Old Broad st. Tamplin & Co, Fenchurch st, solicitors for liquidator.

**CHEW MOOR MILL CO., LIMITED**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Herbert Edward Williams, 145, Princess st, Hurst, Ashton under Lyne.

**KHARASHKOMA EXPLORING AND PROSPECTING SYNDICATE, LIMITED**—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Robert John Sissons, 9, Austinfriars.

**LONDON BANKING CORPORATION, LIMITED**—Petition for winding up, presented March 25, directed to be heard on April 15. John Handa, Graham st, solicitor for petitioners. Notice of appearing must reach the abovesigned not later than 6 o'clock in the afternoon of April 13.

**LIVINGSTONE AFRICAN EXPLORATION CO., LIMITED**—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Messrs Walls & Co, Old Jewry, solicitors for the liquidator. Monday, May 11, at 2.15, appointed for hearing and adjudicating upon the debts and claims.

**PRINCE OF WALES THEATRE, LIVERPOOL, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Charles Herbert Kelly, 5, Clayton sq, Liverpool. Forshaw, Liverpool, solicitor to the liquidator.

**SOUTH WALES CROWN SOAP AND CANDLE CO., LIMITED**—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to Mr Henry Skyrme, High st, Newport. Lloyd & Pratt, Newport, Mon, solicitors to the liquidator.

### FRIENDLY SOCIETIES DISSOLVED.

**AMPNEY CRUCIS FAIRFRIENDLY SOCIETY, Crown Inn, Ampney Crucis, Cirencester, Gloucester.** March 25

**FEMALE PROVIDENT SOCIETY, Crown Inn, St Briavels, Coleford, Gloucester.** March 25

**HADEN HILL MUTUAL LOAN AND INVESTMENT SOCIETY, Rose and Crown Inn, Haden Hill, Old Hill, Dudley, Stafford.** March 25

**NEWCASTLE UPON TYNE HIGHLAND SOCIETY, Zetland Arms, Lisle st, Newcastle upon Tyne.** March 25

**NEWCASTLE UPON TYNE UNITED ORDER OF PIONEERS FRIENDLY SOCIETY, Vulcan Hotel 644, Scotlandwood rd, Newcastle upon Tyne.** March 25

**SANCTUARY FAITHFUL ABRAHAM, Ancient Order Shoppers Friendly Society, Bank's Head Inn, Abrahams, Wigton, Lancashire.** March 25

**VICTORIA FEMALE AMICABLE BENEFIT SOCIETY, Baptist Sunday Schools, Ipsley st, Redditch, Worcester.** March 25

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette*—FRIDAY, March 30.

**FERRIMAN, GEORGE WILLIAM, Chipping Norton, Oxford, Clerk** April 17 **Haynes v Haynes, Chitty, J. Mace, Chipping Norton**

**GRIFFITHS, WILLIAM, Upton, Essex** April 30 **Griffiths v Griffiths, Stirling, J. East, Basinghall st**

*London Gazette*—TUESDAY, March 24.

**BINDLOSS, WILLIAM, Kendal, Westmorland, Esq** April 25 **Monkhouse v Bindloss, Chitty, J. Milne, Kendal**

**LARSEN, MICHAEL MAXIMILIAN AUGUSTUS HENRY, The Green, Tottenham, MD** April 24

**NEWTON v Saul, Chitty, J. Gellatly, Lombard st, Gracechurch st**

**WILSON, JOHN, Sunderland, Wholesale Grocer** April 24 **Wilson v Campbell, Stirling, J. Scott, King William st**

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*—TUESDAY, March 24.

**ALLARD, CATHERINE, Elton, Bucks, Tobaccoist** May 1 **Long & Co, New Windsor**

**ARMITAGE, HARRIET, Netherton, York** April 15 **Blacklock, Leeds**

**BARNES, JOSEPH PERROT, Trinity sq, Brixton, Commission Merchant** April 30 **Musgrave, Whitehaven**

**BARON, ELISA, Ashham, Bryan, nr York, Farmer** May 2 **Wilkinson, York**

**BILES, ROSINA MARY, Wycombe, Bucks,** May 1 **Books & Sons, Lincoln's inn fields**

**BINGHAM, EDMUND ARTHUR HATWARD, Rithorden rd, Balham, Surrey, Engineer** May 1

**Morse & Co, Walbrook**

**BROWN, WILLIAM THOMAS, Plymouth, Cabinet Maker** April 30 **Bond & Co, Plymouth**

**CLARK, ABRAHAM, Torquay, Minister** May 23 **Brown, Newcastle upon Tyne**

**DANCASTER, CHARLOTTE JESSE, Exeter** May 9 **Brutton, Exeter**

**DEMPTSTER, THOMAS CARROLL, Bury St Edmunds, Major** Withers & Withers, Strand

**DOWSON, FREDERICK, Brighton, Esq** May 4 **Garrard & Co, Suffolk st, Pall Mall East**

**DUCKETT, ANN, Leeds** April 24 **Crawford, Leeds**

**ENVALA, EDWIN, Suffolk, Farmer** April 21 **Bates, Sudbury**

**EVANS, EDWIN WILLIAM, Islington, Gas Lamp Manufacturer** April 25 **Crowdell, King's Cross**

**FLETCHER-BENNETT, ANN BUSWELL, Tulse Hill** May 20 **Ingle & Co, Threadneedle st**

**HEAL, TOM, Huddersfield, Timber Merchant** April 30 **Laycock & Co, Huddersfield**

**HINTON, JOSHUA, Babbal Heath, Worcs, Saddler** May 21 **Coley & Coley, Birmingham**

**JACKSON, JAMES, Fallowfield, Manchester, Printer** April 8 **Thomas, Manchester**

**KAY, ELIZABETH, Southport** April 30 **Threlfall, Southport**

**LARDON, HENRY RALPH, Windsor, Bucks, Esq** April 20 **Loach, Lancaster pl, Strand**

**LAWSON, SARAH, Elveston pl, Queen's gate** April 30 **Bask & Moller, Lincoln's inn fields**

**LEES, SAMUEL, PAYWIT, Victoria, Sheep Farmer** April 21 **Possnaby & Cudde, Oldham**

**LINSSELL, WILLIAM, Great Canfield, Essex** April 20 **Wade & Co, Dunsmuir**

**MARSHALL, ROBERT, Sale, Chester** April 30 **Lawton, Manchester**

**MCGAULY, WILLIAM, Liverpool, Butcher** May 2 **Forday & Hawkins, Liverpool**

**MILBURN, ELIZABETH, Ipswich** April 17 **Gymn, Manchester**

MOUNTFORT, JAMES BROWNHILL, Braunston, Northampton April 25 Feet, Cheapside  
 OSBORNE, FRANCES, Hull April 30 Thorney & Son, Hull  
 PAGE, WILLIAM WORTHING, Manchester, Stock Broker April 25 Cobbett & Co, Manchester  
 PETER, Rt Hon MARY TERESA LADY, Queen's gate, Kensington April 25 Witham & Co, Gray's Inn sq  
 RUSSELL, THOMAS JOSHUA, Spurrersgate, York, Cutler May 6 H & J R Wood, York  
 SEARLE, GEORGE ARCHIMEDUS, Folkestone May 23 Darvill & Last, Windsor  
 SORRIE, BETSEY, Sale, Chester April 30 Atkinson & Co, Manchester  
 SWINBURNE, EMILY MINNA, Hartogate, York April 20 Cousins & Cousins, Leeds  
 TODD, HENRY FULLER, South st, Greenwich April 27 Greene, Bury St Edmunds  
 TROOD, ROBERT, Somerset, late Colonel April 8 Geare & Mathew, Exeter  
 WARDLAW, PETER, Crewe, Chester, Grocer May 23 Cooke, Crewe

*London Gazette.—FRIDAY, March 27.*

BARBER, JOHN, Halifax, Fruit Merchant April 25 Ingram & Huntres, Halifax  
 BARLOW, ROBERT, Elton, Bury, Lancs, Bricksetter April 30 Butcher & Barlow, Bury  
 BARNARD, NELLY MAUDE, Myre rd, Lavender Hill, Battersea May 1 C & E Wood-  
 roffe, St Dover st  
 BARTON, JOHN, Banbury, Oxford, Gent April 15 Fortescue & Sons, Banbury  
 BOLTON, MARY ANN, Hove, Brighton May 11 Home wood, Old Jewry chmbrs  
 BRANSTON, ANN, Market Harborough April 30 Nicholson, Market Harborough  
 BUTLER, JOHN, Withdean, Patcham, Sussex, Gent May 31 Stuckey & Co, Brighton  
 CARTER, ANN, Devizes, Wilts April 20 Marshall, Devizes  
 CARTER, SAMUEL JAMES, Devizes, Wilts, Draper April 20 Marshall, Devizes  
 CHADWICK, ROBERT, Accrington, Lancs April 28 Sharples & Son, Accrington  
 COOKE, JOSEPH, Bournemouth May 1 Ballard & Barton, Bournemouth  
 CROFTON, ELLIOTT ATKINS, Wilmore, Chester, Architect April 30 Wigglesworth &  
 Rogerson, Manchester  
 DEAN, GEORGE, Hanworth May 18 Robinson, Hounslow  
 FOX, JOHN HENRY WOOD, Plymouth, Gent May 9 Greenway & Son, Plymouth  
 GIFFORD, JAMES, Cambridge, Farmer May 1 Eaden & Spearing, Cambridge  
 HALL, BERNARD VINCENT, Liverpool, Merchant April 30 Batsons & Co, Liverpool  
 HAWORTH, ROBERT, Blackpool, Horse Dealer May 1 Read, Blackpool  
 HASLIP, JAMES, Milton next Gravesend, Pilot May 11 Home wood, Old Jewry chmbrs  
 HUSTEY, ELLIS, Doncaster April 30 Atkinson & Sons, Doncaster  
 HUSTEY-HUNT, JANE, Somerset May 11 Attree & Co, New inn  
 JENKINS, ANNE VAUGHAN, Monkton Combe, Somerset May 23 Rooke & Coker, Bath  
 KIRKMAN, JONATHAN, Pilkington, Lancs, Painter April 30 Butcher & Barlow, Bury  
 KITCHEN, MATTHEW, North Kelsey, Lincoln, Farmer May 1 Sowter, Briggs  
 LEWIS, JOHN, Moseley, Worcester, Chartered Accountant March 31 Lewis, Birmingham  
 LYLE, ELIZABETH ANN, Northleach, Glos May 2 Francis & Son, Stow on the Wold  
 MARTIN, THOMAS, Gravesend, Kent, J P April 30 Carr & Martin, Gt Tower st  
 MARTIN, HENRY, Plymouth April 25 Lane & White, Plymouth  
 MATTHEWS, ISABELLA, Weston super Mare April 15 Foster, Aldershot  
 MORRIS, HARRIET ANN, Kingston on Thames April 24 White, Bedford row  
 MORRIS, WILLIAM HENRY, Kingston on Thames April 24 White, Bedford row  
 MCCORMACK, JAMES ADAM, Victoria rd, Kensington, Civil Engineer May 1 C & S  
 Harrison & Co, Bedford row  
 NUNAN, EDWARD, St Paul's rd, Canonbury, Engineer April 23 Byrne, Eastcheap  
 PATTISON, GEORGE, Gateshead, Durham, Railway Inspector April 24 Richardson, New-  
 castle upon Tyne  
 REIST, CHARLES, Hare Hatch, nr Twyford, Berks May 1 Ponsoby, Gt George st  
 ROBINSON, JAMES THOMAS, Aerial rd, West Kensington, Surveyor May 8 Newland,  
 Warwick st, Regent st  
 RIDGE, EDWARD LAWRENCE, Osborne rd, Finsbury park, Esq April 24 Sutton & Co,  
 Gt Winchester st  
 SCAILETT, THOMAS ROWLAND, Lewes, Sussex, Esq May 2 Ingram & Co, Lincoln's inn  
 Selde  
 STEAD, WILLIAM, Hartogate, York April 30 Field & Co, Liverpool  
 STENOUS, ROBERT, Park rd, Crouch End, Bookbinder April 30 Mann & Crimp, Essex  
 st, Strand  
 TOLLERACHE, The Rev CLEMENT REGINALD, Villa Bathurst, nr Bath May 1 Bannister  
 & Co, John st, Bedford row  
 WILLIAMS, PHILIP, Hinstock Hall, nr Market Drayton, Salop, Esq April 30 Onions &  
 Son, Market Drayton

*London Gazette.—TUESDAY, March 31.*

ADAMS, WALTER, Manchester April 11 Read, Manchester  
 AKED, SARAH, Halifax April 17 Leach, Halifax  
 APFORTH, RANDOLPH SHIRLEY, Reading, Esq April 27 Sturt, Ironmonger lane  
 ARCHER, SARAH, Redland, Bristol April 15 Jefferies, Bristol  
 ATYING, AMELIA ANN, Fernhead rd, Paddington May 1 Eagleton & Sons, Chancery  
 lane  
 BAILEY, WILLIAM, Saltley, Birmingham, Retail Brewer May 1 Ashford & Ashford,  
 Birmingham  
 BIRRELL, MARGARET, Pickering, Ontario, Canada May 15 Powell, Raymond bldgs  
 BREMER, ALBERT, Edgbaston, Gent May 1 Davis, Birmingham  
 BUSHBY, JOHN, Liverpool June 30 Simpson & Cullingford, Gracechurch st  
 CAUSELEY, SUSANNA, Plymouth April 25 Bond & Co, Plymouth  
 CAUSELEY, THOMAS, Plymouth, Mariner April 25 Bond & Co, Plymouth  
 COOMER, THOMAS, Basford, Chester, Farmer April 4 Speakman & Flowerdew, Crewe  
 DE CLIFFORD, Dowager Lady HARRIET AGNES, Twycross, Leicester May 8 Wing & Du  
 Cane, Gray's Inn sq  
 DIXON, CHARLES JAMES VALENTINE, Old Trafford, Lancs, Brewer's Manager May 1  
 Dixon & Linnell, Manchester  
 EDWARDS, MARTHA, Kingston, Hereford May 9 Temple & Philpin, Kingston  
 ENDACOTT, MARY LYNE, Newton Abbot, Devon April 30 Hacker & Michelmores, New-  
 ton Abbot  
 GOGHE, RICHARD, Edgbaston, Gent April 30 Foster & Kendrick, Birmingham  
 GREENHILL, JOHN COOPER, Shipston on Stour, Worcester, Grocer May 15 Kilby & Mace  
 Chipping Norton  
 GREENWOOD, LUCY, Halstead, Essex May 12 Harris & Co, Halstead  
 GREGORY, JAMES, Weaverham, Ches May 26 Burton, Runcorn  
 GRIFFIN, GABRIEL, Longborough, Glos, Farmer May 18 Kilby & Mace, Chipping Norton  
 HANSON, BROOK, Lockwood, nr Huddersfield May 1 Booth, Huddersfield  
 HARTNESS, JOHN, East Boldon, Durham May 11 Steel & Co, Sunderland  
 HAYES, ANNE HELEN, Chester April 30 Flower, Manchester  
 HEALD, JAMES, Salford, Lancs, Blacksmith April 30 Jones, Manchester  
 HINGSTON, FREDERICK COLLIER, Plymouth, Gent May 1 Reynolds Fox, Plymouth  
 MACMILLAN, ALEXANDER, Bedford st, Covent Garden, Publisher April 26 Hoggood &  
 Dowson, Whitehall pl  
 MAREH, ELIZABETH, Birmingham, Jeweller April 30 Hadley & Dain, Birmingham  
 MAUNDRELL, JOHN HENRY, Stockley, nr Calne, Wilts, Farmer May 9 Spackman,  
 Calne  
 McDERMOTT, ELIZABETH MARGARET, Ledbury rd, Dayswater April 25 Pritchard & Co,  
 Little Trinity ln  
 MILES, FREDERICK TERNATSE, Dorchester May 8 Steavenson & Couldwell, Grace-  
 church st  
 PARKINSON, WILLIAM HONTER, Wyberton, Lincoln, Farmer April 20 Parkinson,  
 Spalding  
 PERRY, MARY, Northampton May 2 Clarke & Calkin, Bedford row  
 PICE, SARAH ANN, Plymouth April 30 Bond & Co, Plymouth  
 RAVENSCROFT, SAMUEL, Runcorn, Sailmaker May 26 Burton, Runcorn  
 RICHARDS, JOHN, Aston, nr Birmingham May 1 Ansell & Ashford, Birmingham  
 ROBINSON, ROBERT WILLIAM, Forest Hill, Kent, Shipbuilder April 30 Lockyer & Co,  
 New Cross rd  
 ROSE, REINHOLD, Elsworth ter, Primrose Hill, Esq, C I E April 30 Bedford & Co, Gt  
 Tower st  
 ROWLINSON, JAMES, Acton, Northwich, Farmer May 26 Burton, Runcorn  
 SCHUSTER, MARY, Wimbledon, Surrey April 30 Norton & Co, Victoria st, Westminster  
 SKIDMORE, JAMES, Small Heath, Birmingham, Baker April 30 Foster & Kendrick,  
 Birmingham  
 STEWART, KATHARINE, Montagu st, Portman sq April 28 Hoggood & Dowson,  
 Whitehall pl  
 TAYLOR, BENJAMIN, Manchester, Printer April 30 Adams, Manchester  
 WAKEFIELD, JOSEPH COLEN, Prince of Wales ter, Kensington, Esq May 1 Linklater &  
 Co, Bond st, Walbrook  
 WALKER, MARY, Alveston, Derby May 8 J & H F Gadaby & Coxon, Derby  
 WEST, ELIZABETH ANN, Wadebridge, Cornwall June 1 Symons, Wadebridge  
 WILLIAMS, DAVID, Kidwelly, Carmarthen, Farmer April 25 Browne, Carmarthen  
 WILKETT, JAMES, Jamaica rd, Bermondsey, Engineer May 11 Worrell & Sen, Coleman st  
 WILSON, RACHEL, Manchester April 24 Robinson & Co, Manchester  
 WITTON, SAMUEL CHARLES, Chorlton cum Hardy, nr Manchester, Gent May 18 Farrer  
 & Co, Manchester

# BANKRUPTCY NOTICES.

*London Gazette.—FRIDAY, March 27.*

## RECEIVING ORDERS.

ANDREW, ROBERT, Stock Exchange High Court Pet Feb 6  
 Ord March 24  
 ANDREWSON, ALFRED, Kelsley, Yorks, Cabinet Maker  
 Bradford Pet March 23 Ord March 23  
 ATTWOOD, WILLIAM, Datchet, Leics, Joiner Leicester Pet  
 March 23 Ord March 23  
 BAILY, SPENCER, Oldham Oldham Pet March 23 Ord  
 March 23  
 BARNARDON, JAMES, West Hartlepool, Joiner Sunderland  
 Pet March 24 Ord March 24  
 BAKER, JAMES HENRY, Elmwood, Hants, Hotel Keeper  
 Salisbury Pet March 25 Ord March 25  
 BARKWELL, SAMUEL JAMES, High st, Deptford, Corn Mar-  
 chant High Court Pet March 2 Ord March 24  
 BEAVER, E C, New Broad st, Explosives Merchant High  
 Court Pet March 21 Ord March 21  
 CANNWELL, THOMAS WILLIAM, Stannington, Oxford,  
 Bookbinder Oxford Pet March 24 Ord March 24  
 CARR, JAMES, Bury, Lancs, Ironfounder Bolton Pet March  
 24 Ord March 24  
 COOK, JOSEPH, Hamilton rd, Widdowson, Butcher King-  
 ston, Surrey Pet March 24 Ord March 24  
 COOPER, PETER, Tottenham, Glos, Grocer Pontypool Pet  
 March 24 Ord March 24

DIXON, WILLIAM TUXFORD, Lincoln, Painter Lincoln Pet  
 March 24 Ord March 24  
 ELLIOTT, J, Bromley rd, Camberwell, Civil Servant High  
 Court Pet Jan 20 Ord March 21  
 FARRELL, CHARLES RICHARD, Lower Sydenham, Kent, Boot  
 Retailer Greenwich Pet March 21 Ord March 21  
 GIFFORD, WILLIAM, Thrapstone, Northampton, Coal  
 Merchant Northampton Pet March 25 Ord  
 March 25  
 GODDER, JAMES, Aysworth, Notts, Collier Derby Pet  
 March 23 Ord March 23  
 GRATER, ROBERT, Michaelstone le Pit, Glam, Farmer  
 Cardiff Pet March 23 Ord March 23  
 HAYES and BOWYELL, Manchester, Cycle Factors, Man-  
 chester Pet March 15 Ord March 25  
 HARRIS, W R B, and W E B HARRIS, Reynolds, Glam,  
 Grocers Swansea Pet March 10 Ord March 25  
 HERRING, JAMES HENRY, and FREDERICK NEWELL, Lav-  
 nder hill, Clapham Junction, China Dealers Wand-  
 sworth Pet March 24 Ord March 24  
 HENRY, REGINALD K, Overstrand mansions, Battersea  
 Park, Café Proprietor High Court Pet Feb 27 Ord  
 March 25  
 HUNT, GEORGE, Holloway rd High Court Pet March 24  
 Ord March 24  
 JAMES, HENRY, & Co, High rd, South Tottenham, Drapers  
 Edmonton Pet Jan 2 Ord March 15

JAMES, LOUIS GEORGE LAITY, Portscatho, Cornwall  
 Travelling Draper Truro Pet March 25 Ord  
 March 25  
 JENNINGS, EVAN, Tonyrefail, Glam, Licensed Victualler  
 Pontypool Pet March 24 Ord March 24  
 JOHNSON, HENRY, Lutterworth, Leics, Watchmaker Leices-  
 ter Pet March 23 Ord March 23  
 KEDDIE, CLARENCE, The Terrace, Kensington Pk High  
 Court Pet March 6 Ord March 25  
 LEMMON, JOSEPH, Bristol, Cattle Salesman Bristol Pet  
 March 13 Ord March 25  
 MASON, HENRY SEDGWICK, Barnsley, Yorks, Beerhouse  
 Keeper Barnsley Pet March 23 Ord March 23  
 MATTHEWS, FRANK COUNTRY, Cullumpton, Devons, In-  
 keeper Exeter Pet March 23 Ord March 23  
 McQUOSE, JOHN OWEN, Topcliffe, Yorks, Landscape Gar-  
 dens Northallerton Pet March 24 Ord March 24  
 MEYER, JOHN HENRY, Basinghall st High Court Pet  
 March 6 Ord March 25  
 NEWELL, HENRY H, Cheyne court, Chelsea, Author High  
 Court Pet March 7 Ord March 25  
 NIXON, HENRY COTTER, New Cross rd, Kent, Professor of  
 Music Greenwich Pet March 23 Ord March 23  
 NORTHVOY, ANDREW HENRY, Stourton, Wilts, Innkeeper  
 Salisbury Pet March 13 Ord March 24  
 OSBORN, RAPHAEL, Waverley, Liverpool, Builder Liver-  
 pool Pet March 5 Ord March 23

FOSTER, GEORGE, March 23  
 ROGERS, WILSON, Dorchester  
 SIMS, ADOLPH, Pet Jan  
 TRUETT, FRED, High  
 WILSON, JOHN, Pet Mar  
 WILKES, PORTSMOUTH  
 YARWOOD, V, Oldham  
 Amended  
 ROSS, ALEX, Pet Mar  
 Amended  
 PATTEN, A, Feb 19  
 ANDERSON, April 8  
 ATTWOOD, 12.30  
 BARLOW, A, 9 at 2.4  
 BIRNIE, J, April 2  
 BOWMAN, Tyne  
 BURNETT, April 1  
 COOPER, 11  
 COOPER, J, Off Re  
 CROW, J, 10 at 2  
 FOLKES, Off Re  
 FOWLER, V, at 3.30  
 HENSON, 11  
 HINGHAM, April  
 HOAD, T, Plum  
 HOLLETT, Off Re  
 HUNT, G, bldgs  
 JOHNSON, April  
 LEWIS, M, April  
 LIDDLE, April  
 LINDSEY, Tyne  
 LINDSEY, at 2.4  
 MANNING, Rec  
 MARSH, April  
 MOORE, at 2.4  
 RANSON, 12  
 REED, A, Eme  
 RICE, W, at 3  
 RICHOLDS, chm  
 ROBINSON, 11  
 ROSE, Rec  
 SAJUK, Rec  
 SIMS, A, Ap  
 THOMAS, 11.4  
 WALKER, 10.4  
 WILLIAMS, at  
 WYAT, 11  
 YOUNG, Ap  
 Amended  
 CHAPMAN, at  
 ANDREW, B  
 ARKLEY, P  
 ATTWOOD, P  
 BACK, C



PROCTOR, GEORGE, Gt Grimsby, Engineer Gt Grimsby Pet March 23 Ord March 23  
ROBERTS, WILLIAM RICKETTS, Dorchester, General Dealer Dorchester Pet March 23 Ord March 23  
SINS, ADOLPHUS HERBERT, Cwmstaf, nr Merthyr Cardiff Pet Jan 24 Ord March 2  
THURTELL, FREDERICK, Broadway, Hammersmith, Fishmonger High Court Pet March 24 Ord March 25  
WILSON, JOHN, Northfield, Worcs, Farmer Birmingham Pet March 13 Ord March 25  
WINTERB, SIMON, Landport, Hants, House Furnisher Portsmouth Pet March 12 Ord March 25  
YARWOOD, WILLIAM HENRY BAILEY, Oldham, Bolt Maker Oldham Pet March 23 Ord March 23

Amended notice substituted for that published in the London Gazette of March 13:

ROSS, ALEXANDER LESLIE, Rochdale, Plasterer Rochdale Pet March 9 Ord March 9

Amended notice substituted for that published in the London Gazette of March 30:

PATTEN, ARTHUR HERBERT, Sydenham Greenwich Pet Feb 19 Ord March 10

#### FIRST MEETINGS.

ANDERSON, ALFRED, Keighley, Yorks, Cabinet Maker April 8 at 11 Off Rec, 31, Manor row, Bradford  
ATTWOOD, WILLIAM, Ibbstock, Leics, Joiner April 8 at 12.30 Off Rec, 1, Berridge st, Leicester  
BARLOW, ARTHUR, Cheetham, Manchester, Plumber April 9 at 2.45 Ogden's chmbrs, Bridge st, Manchester  
BIRNIE, JAMES SNEDDON, Newcastle on Tyne, Compositor April 20 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
BOWMAN, GEORGE, Amhurst rd, Hackney, Bootmaker April 10 at 11 Bankruptcy bldgs, Carey st  
BURNETT, THOMAS HENRY, Gt Grimsby, Builder April 9 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
COOPER, JOHN ALFRED, Liverpool, Painter April 8 at 12 Off Rec, 35, Victoria st, Liverpool  
CROW, JOHN, Brockley, Kent, Brick Manufacturer April 10 at 2.30 Colmore row, Birmingham  
FOLKES, GEOFFREY C H, Maidstone, Kent April 10 at 10.45 Off Rec, 9, King st, Maidstone  
FOWLER, WILLIAM, Landport, Hants, Bootmaker April 7 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth  
HENDON, THOMAS WILLIAM, Nottingham, Oyster Dealer April 9 at 11 Off Rec, St Peter's Church walk, Nottingham  
HOAD, THOMAS, sen, Bevington rd, North Kensington, Plumber April 14 at 12 Bankruptcy bldgs, Carey st  
HOLLETT, THOMAS, Kennford, Devon, Baker April 9 at 10 Off Rec, 13, Bedford circus, Exeter  
HUNT, GEORGE, Holloway rd April 10 at 12 Bankruptcy bldgs, Carey st  
JOHNSON, HENRY, Lutterworth, Leicester, Watchmaker April 8 at 3 Off Rec, 1, Berridge st, Leicester  
LEWIS, MORGAN, Ammanford, Carmarthens, Farm Labourer April 4 at 12.30 Off Rec, 4, Queen st, Carmarthen  
LIDDLE, EDWIN PERCY, Blyth, Northumberland, Clothier April 17 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
LINDSEY, GEORGE, Walthamstow, Essex, Draper April 10 at 2.30 Bankruptcy bldgs, Carey st  
MANNERS, CALEB, Calne, Wilt, Farmer April 8 at 11 Off Rec, 46, Cricklade st, Swindon  
MANNINGS, ARTHUR, Drayton, nr Chichester, Dairyman April 8 at 3 Dolphin Hill, Chichester  
MOORE, ANTHONY JOHN, Martin's ln, Accountant April 30 at 2.30 Bankruptcy bldgs, Carey st  
RANSOM, GEORGE EDWARD, Hastings, Hawker April 13 at 12 Young & Sons, Bank bldgs, Hastings  
REED, ALFRED, and GEORGE WILLIAM REED, Stratford, Essex, Builders April 13 at 12 Bankruptcy bldgs, Carey st  
REES, WILLIAM JOHN, Pontyemmer, Glam, Hosier April 8 at 3 Off Rec, 29, Queen st, Cardiff  
REYNOLDS, HENRY, Manchester, Baker April 9 at 3 Ogden's chmbrs, Bridge st, Manchester  
ROBINSON, FRANCIS, Earl's Court, Auctioneer April 13 at 11 Bankruptcy bldgs, Carey st  
ROSEBLADE, JOHN THEODORE, Nottingham April 9 at 12 Off Rec, St Peter's Church walk, Nottingham  
SAJUK, JAMES, Penarth, Glam, Grocer April 8 at 11 Off Rec, 29, Queen st, Cardiff  
SINS, ADOLPHUS HERBERT, Cwmstaf, nr Merthyr, Timekeeper April 24 at 10 Off Rec, 29, Queen st, Cardiff  
THOMAS, WILLIAM, Aberkenfig, Glam, Moulder April 8 at 11.30 Off Rec, 29, Queen st, Cardiff  
WALKER, FREDERICK, Great Grimsby, Builder April 9 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby  
WILLIAMS, WILLIAM, Dolgelly, Hotel Proprietor April 10 at 11 Angel Hotel, Dolgelly  
WRAT, JOHN, Kingston upon Hull, Salesman April 10 at 11 Off Rec, Trinity House lane, Hull  
YOUNG, F. & Co, Bernersday, Manufacturing Confectioners April 10 at 11 Bankruptcy bldgs, Carey st

Amended notice substituted for that published in the London Gazette of March 34:

CHAPMAN, CORNELIA HELEN, Truro, Tobaccoist April 9 at 2 Off Rec, Boscawen st, Truro

#### ADJUDICATIONS.

ANDERSON, ALFRED, Keighley, Yorks, Cabinet Maker Bradford Pet March 30 Ord March 31  
ARRELL, COTTEWELL, Andoversford, Glos Cheltenham Pet Feb 24 Ord Feb 25  
ATTWOOD, WILLIAM, Ibbstock, Leics, Joiner Leicester Pet March 23 Ord March 23  
BLACKHOUSE, EDMUND TRELANWYN, Oxford, Gent High Court Pet Dec 4 Ord March 24

BAILEY, SPENCER, Oldham Oldham Pet March 23 Ord March 23  
BAINBRIDGE, JAMES, West Hartlepool, Joiner Sunderland Pet March 24 Ord March 24  
BAKER, JAMES HERBERT, Ringwood, Hants, Hotel Keeper Salisbury Pet March 25 Ord March 25  
BIRD, EDWARD, Castleknock, Baines, Surtsey, Wheelwright High Court Pet Jan 20 Ord March 25  
BOYLE, EDWARD, Sunderland, Leather Merchant Sunderland Pet March 18 Ord March 21  
CANTWELL, THOMAS WILLIAM, Summertown, Oxford, Builder Oxford Pet March 24 Ord March 24  
COUSINS, PETER, Ynysybwl, Glam, Grocer Pontypridd Pet March 23 Ord March 24  
DIXON, WILLIAM TUXFORD, Lincoln, Painter Lincoln Pet March 24 Ord March 24  
DOBBS, GEORGE, Gloucester st, Theobald's rd, Furniture Dealer High Court Pet March 20 Ord March 24  
EDWARDS, JOSEPH CHARLES, Burgh, Lincs Boston Pet Jan 23 Ord March 24  
FARNELL, CHARLES RICHARD, Lower Sydenham, Boot Retailer Greenwich Pet March 21 Ord March 21  
FESTON, BENJAMIN, Preston, Tobaccoist Preston Pet Feb 26 Ord March 23  
FISHER, JAMES, Newgate st, Licensed Victualler High Court Pet Feb 21 Ord March 23  
GIFFORD, WILLIAM, Thrapston, Northampton, Coal Merchant Northampton Pet March 25 Ord March 25  
GILLET, GEORGE, Etchingham, Sussex, Farmer Tunbridge Wells Pet March 3 Ord March 16  
GODFREY, JAMES, Awworth, Notts, Collier Derby Pet March 19 Ord March 23  
GODFARD, SAMUEL, Grove rd, Brentford, Auctioneer Brentford Pet Feb 25 Ord March 23  
GRATREX, EDMUND, Michaelstone le Pit, Glam, Farmer Cardiff Pet March 23 Ord March 23  
HOWL, FRANK, Birmingham, Commission Agent Birmingham Pet March 6 Ord March 25  
JAMES, LOUIS GEORGE LAITY, Portscatho, Cornwall, Travelling Draper Truro Pet March 25 Ord March 25  
JENKINS, EVANS, Tonyrefail, Glam, Licensed Victualler Pontypridd Pet March 24 Ord March 24  
JOHNSON, HENRY, Lutterworth, Leics, Watchmaker Leicester Pet March 23 Ord March 23  
MASON, HENRY SEDGWICK, Barnsley, Yorks, Beerhouse Keeper Barnsley Pet March 23 Ord March 23  
MATTHEWS, FRANK COURTNEY, Cullompton, Devon, Innkeeper Exeter Pet March 23 Ord March 23  
MAUGHAN, THOMAS, jun, Sunderland, Shipowner Sunderland Pet Jan 27 Ord March 21  
MCQUEEN, JOHN OWEN, Topcliffe, Yorks, Landscape Gardener Northallerton Pet March 24 Ord March 24  
NICHOLSON, ARTHUR WALKER, Penarth, Glam, Solicitor Cardiff Pet Feb 15 Ord March 23  
NIXON, HENRY COTTER, St Leonard on Sea, Professor of Music Greenwich Pet March 23 Ord March 23  
PATTEN, ARTHUR HERBERT, Sydenham, Kent Greenwich Pet Feb 19 Ord March 20  
PROCTOR, GEORGE, Gt Grimsby, Engineer Gt Grimsby Pet March 23 Ord March 23  
REES, WILLIAM JOHN, Pontyemmer, Glam, Hosier Cardiff Pet March 11 Ord March 23  
SAJUK, JAMES, Penarth, Glam, Grocer Cardiff Pet March 14 Ord March 23  
SINS, ADOLPHUS HERBERT, Cwmstaf, nr Merthyr, Timekeeper Cardiff Pet Jan 22 Ord March 22  
SLATER, THOMAS, Lostock Gralam, Cheshire, Grocer Nantwich Pet March 2 Ord March 21  
TRIBE, HENRY, Llangoven, Mon, Farmer Newport, Mon Pet Feb 22 Ord March 21  
TUCK, AUSTIN THEODORE, Lincoln, Boot Dealer Lincoln Pet March 4 Ord March 24  
WHITEHOUSE, EDWARD, Edgbaston, Coal Merchant Birmingham Pet Jan 20 Ord March 25  
YARWOOD, WILLIAM HENRY BAILEY, Oldham, Bolt Maker Oldham Pet March 23 Ord March 23

London Gazette.—TUESDAY, March 31.

#### RECEIVING ORDERS.

BEXON, ELIZA, Nottingham Nottingham Pet March 27 Ord March 27  
BURCH, WILLIAM, Littlehampton, Sussex, Butcher Brighton Pet March 13 Ord March 27  
CARTWRIGHT, THOMAS, Kettering, Northampton Northampton Pet Feb 24 Ord March 28  
CLARK, CHARLES JAMES, Writtle, Essex, Builder Chelmsford Pet March 24 Ord March 24  
CRITCHLEY, THOMAS, Warrington, Lancs Warrington Pet March 28 Ord March 28  
DEMPSEY, THOMAS HENRY, Bootle, Lancs, Tallow Chandler Liverpool Pet March 28 Ord March 28  
DUKE, WILLIAM AUGUSTINE, Sullington, Sussex, Farmer Brighton Pet March 28 Ord March 28  
EDWARDS, DAVID, Barnet Green, Worcs, Builder Birmingham Pet March 14 Ord March 26  
FISHER, THOMAS, Park walk, Fulham, Fishmonger High Court Pet March 9 Ord March 27  
FRASHER, VINCENT JAMES, Walthamstow, Essex High Court Pet March 30 Ord March 30  
GALLAGHER, R W, Walbrook, Stockbroker High Court Pet March 9 Ord March 27  
GILSON, ELIZABETH, Askham, Bryan, nr York, Miller York Pet March 27 Ord March 27  
GIBSON, JAMES WILLIAM, Leicester Leicester Pet March 28 Ord March 28  
GURR, SIDNEY MARTIN, Southampton, Schoolmaster Southampton Pet March 28 Ord March 28  
HIGGINS, SARAH, Bagley, Innkeeper Wrexham Pet March 6 Ord March 20  
HILDER, HERBERT, Gt James st, Bedford row, Advertising Contractor High Court Pet March 13 Ord March 27  
HOLDEN, JOHN, Halton East, Yorks, Farm Labourer Bradford Pet March 30 Ord March 30  
HONDI, HERBERT SAUNDERS, Leadenhall st, Exhibition Agent High Court Pet Jan 29 Ord March 27

JACKSON, EDWARD, Fallowfield, Lancs, Cotton Doublor Oldham Pet March 26 Ord March 26  
KING, ANTHONY HERBERT, West Green, Tottenham, Clerk Edmonton Pet March 26 Ord March 26  
LUNARD, W J, & Sons, Barking, Essex, Coal Merchants Chelmsford Pet Feb 26 Ord March 24  
LISTER, YOUNG, Follifoot, York, Innkeeper York Pet March 27 Ord March 27  
MASON, JOHN, Hereford, Painter Hereford Pet March 28 Ord March 28  
MILLER, WILLIAM CHARLES, Carlisle, Horse Dealer Carlisle Pet March 26 Ord March 26  
NORRIS, JOHN HANDFORTH, Ashton under Lyne, Fire Loss Assessor Ashton under Lyne Pet March 25 Ord March 25  
PALMER, JAMES EDWIN, Peterborough, Dental Surgeon Peterborough Pet March 17 Ord March 27  
PHILLIPS, SILVASTUS, Neath, Grocer Neath Pet March 25 Ord March 25  
RAYMOND, BENJAMIN, Trebanog, Glam, Licensed Victualler Pontypridd Pet March 27 Ord March 27  
ROBERTS, WILLIAM, Penzance, Hatter Truro Pet March 28 Ord March 28  
ROE, JOHN HENRY, Wolverhampton, Baker Wolverhampton Pet March 25 Ord March 26  
ROSE, HERBERT AUGUST MAX, Newcastle on Tyne, Provision Broker Newcastle on Tyne Pet March 16 Ord March 27  
SCOTT, THOMAS ERNEST, Leicester, Baker Leicester Pet March 28 Ord March 28  
SLATOR, WILLIAM ROWLAND, Gedney, Lincs, Farmer King's Lynn Pet March 26 Ord March 26  
STAINES, FLORENCE JANE, Morning lane, Homerton, Provision Merchant High Court Pet March 27 Ord March 27  
STEELE, ALFRED, Bristol, House Decorator Bristol Pet March 27 Ord March 27  
STOKOE, JANE, East Stanley, Durham, Wine Merchant Newcastle on Tyne Pet March 27 Ord March 27  
STRIDE, WILLIAM RICHARDS, Southampton, Builder Southampton Pet March 28 Ord March 28  
THOMAS, ROBERT, Kidderminster, Licensed Victualler Stourbridge Pet March 26 Ord March 26  
TOUGHL, ALBERT, and WILLIAM HENRY WINDRATT, Tottenham, nr, Cabinet Makers High Court Pet Feb 29 Ord March 26  
TREAZIE, GEORGE FREDERICK, Kerley, Kes, Cornwall, Farmer Truro Pet March 28 Ord March 28  
WEBSTER, F J, Clapham, Surrey Wandsworth Pet March 2 Ord March 26  
WILKIN, WALTER, Dudley, Worcestershire, Clerk Dudley Pet March 26 Ord March 26  
WILLIAMS, JAMES, Thrupton, Herefordshire, Commission Agent Hereford Pet March 26 Ord March 26  
WIDOMAN, A B, Thunderside st, Stockbroker High Court Pet Jan 31 Ord March 27  
YATES, WILLIAM, Hunslet, Leeds, Contractor Leeds Pet March 23 Ord March 26

Amended notice substituted for that published in the London Gazette of March 27:

HARPER, ROBERT, and WILBERFORCE RICHARDS ROTHWELL, Manchester, Cycle Factors Manchester Pet March 16 Ord March 25

#### FIRST MEETINGS.

BARKER, AGASTUS RAINEY, West Hartlepool April 9 at 3 Off Rec, 25, John st, Sunderland  
BORTON, ALFRED, Chapel st, Uxbridge, Plumber April 9 at 12 The Chequers Hotel, High st, Uxbridge  
BROOK, WILLIAM, Birmingham, Baker April 14 at 11 23, Colmore row, Birmingham  
CLARK, RICHARD, Booths Mill, Ches, Corn Miller April 9 at 11 Off Rec, 23, King Edward st, Macclesfield  
CONNOT, ARTHUR J, Boscawen, Chemist April 8 at 1 Off Rec, Salisbury  
CRAWF, ALICE GEORGINA HARRIS, East Cowes, I W, Spinster April 11 at 3 Off Rec, Newport, I W  
DEBUNNY, GUSTAVE HULLER, Bockhampton, Hants April 8 at 12.30 Off Rec, Salisbury  
DEURY, FREDERICK ROUSFIELD, Banbury, Oxford, Licensed Victualler April 10 at 12 Bankruptcy Office, Oxford  
ELLIS, MARY ELIZABETH, Folkestone, Kent, Lodging House Keeper April 17 at 9.30 Off Rec, 73, Castle st, Canterbury  
FLORENCE, JAMES, Aston, nr Birmingham, Butcher April 16 at 11 23, Colmore row, Birmingham  
FOLLETT, WILLIAM, Tunbridge, Kent, Grocer April 9 at 2.30 C J Farris, 4, Dudley rd, Tunbridge Wells  
GILSON, ELIZABETH, Askham Bryan, Yorks, Miller April 13 at 12.30 Off Rec, 28, Stonegate, York  
GODFREY, JAMES, Awworth, Notts, Collier April 8 at 12 Off Rec, 40, St Mary's gate, Derby  
GRATREX, EDMUND, Michaelstone le Pit, Glam, Farmer April 13 at 11.30 29, Queen st, Cardiff  
GREEN, GEORGE, Northampton, Bricklayer April 11 at 12.30 County Court bldgs, Northampton  
GRIFFITHS, JAMES, Buckingham, Boot Retailer April 10 at 3 Bankruptcy Office, Oxford  
HAMMETT, EDWARD, Kingsbridge, Devon, House Decorator April 8 at 12 10, Abchurch lane, Plymouth  
HOLDEN, JOHN, Halton East, Yorks, Farm Labourer April 9 at 11 Off Rec, 31, Manor row, Bradford  
JAMES, LOUIS GEORGE LAITY, Portscatho, Cornwall, Travelling Draper April 9 at 12 Off Rec, Boscawen st, Truro  
JAMES, WILLIAM HENRY, Roaminster, Dorset, Saddler April 9 at 1 Off Rec, Salisbury  
LEMON, JOSEPH, Bristol, Cattle Salesman April 15 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol  
LISTER, YOUNG, Follifoot, Yorks, Innkeeper April 9 at 12 Off Rec, 28, Stonegate, York  
MENDLAND, NICHOLAS GEORGE, Devonport, Hairdresser April 8 at 11 10, Atholman row, Plymouth  
NEWING, JAMES, Littlebourne, Kent, Licensed Victualler April 16 at 11.30 Off Rec, 73, Castle st, Canterbury

PICKUP, THOMAS, Sydenham, Kent, Upholsterer April 13 at 11.30 34, Railway app, London Bridge  
 PLEVIN, AMOS, Walsall, Saddler April 8 at 11.15 Off Rec, Walsall  
 REER, HENRY MORGAN, Cardiff, Solicitor April 13 at 11.20, Queen st, Cardiff  
 SANDERS, CHARLES, Stonehouse, Devon, Grocer April 8 at 12.30 10, Athenaeum ter, Plymouth  
 THOMAS, MICHAEL CORNISH, St Budeaux, ex Devonport, Butcher April 8 at 11.30 10, Athenaeum terrace, Plymouth  
 THOMAS, WILLIAM, Merthyr Tydfil, Draper April 10 at 3 65, High st, Merthyr Tydfil  
 TINDAL, HENRIETTA MARIA O'DONNELL, West Sandown, I W April 10 at 1.15 Queen's Hotel, Reading  
 WELLS, JOHN CHARLES, Aldershot, Bricklayer April 10 at 12.30 34, Railway app, London Bridge  
 WESTWOOD, BENJAMIN WILLIAM, and FREDERICK WESTWOOD, Birmingham, Jewellers April 15 at 11 33, Colmore row, Birmingham  
 WILCOX, FRANK, Walsall, Grocer April 8 at 10.30 Off Rec, Walsall  
 WILSON, JOHN, Birmingham, Farmer April 8 at 12 30, Colmore row, Birmingham

Amended notice substituted for that published in the London Gazette of March 24:

GARRITT, AUSTIN, Penge, Surrey April 9 at 11 Off Rec 22, Park row, Leeds

#### ADJUDICATIONS.

BECKWITH, SAMUEL JAMES, Deptford, Corn Merchant High Court Pet March 2 Ord March 26  
 BIRSON, ELIZA, Scunthorpe, Notts Nottingham Pet March 27 Ord March 27  
 BIANCHI, HENRI, Birmingham, Manufacturer Birmingham Pet Feb 17 Ord March 27  
 BOELL, EDWIN GEORGE, Hove, Sussex, Tobacconist Brighton Pet March 20 Ord March 27  
 BROWN, OLIVER, BARNER st, St Luke's, Boot Manufacturer High Court Pet March 5 Ord March 26  
 CLARK, CHARLES JAMES, Leytonstone, Essex, Builder Chelmsford Pet March 24 Ord March 24  
 COOPER, SYLVANUS FRANCIS, Buckingham, Draper Banbury Pet Feb 26 Ord March 27  
 CRITCHLEY, THOMAS, Watlington, Lancs Warrington Pet March 25 Ord March 26  
 DEMPSON, PATRICK, Cheetam, Lancs, Butter Dealer Manchester Pet Feb 10 Ord March 27  
 DUKER, WILLIAM ADRIANTIS, Billington, Sussex, Farmer Brighton Pet March 27 Ord March 26  
 FOLKES, GROSSFRET C H, Maidstone Maidstone Pet March 3 Ord March 24  
 FRASER, VINCENT JAMES, Walthamstow High Court Pet March 26 Ord March 26  
 GILSON, ELIZABETH, Ashham Bryan, ex York, Miller York Pet March 27 Ord March 27  
 GIBSON, JAMES WILLIAM, Leicester Leicester Pet March 27 Ord March 26  
 GRIFFITH, JAMES, Buckingham, Boot Retailer Banbury Pet March 5 Ord March 27  
 GUTH, SIDNEY MARTIN, Southampton, Schoolmaster Southampton Pet March 28 Ord March 28  
 HANES, THOMAS H, Charing Cross rd, Gent High Court Pet Jan 21 Ord March 27  
 HARPER, ROBERT, and WILBERFORCE RICHARDS ROTHWELL, Manchester, Cycle Factors Manchester Pet March 16 Ord March 27  
 HEWITT, REGINALD KEY, Battersea Park, Cab Proprietor High Court Pet Feb 24 Ord March 26  
 HOLDEN, JOHN, Hailton East, Farm Labourer Bradford Pet March 25 Ord March 26  
 JACKSON, EDWARD, Fallowfield, Lancs, Cotton Doublor Oldham Pet March 26 Ord March 26  
 JONES, JAMES, Birmingham, Marine Store Dealer Birmingham Pet March 18 Ord March 27  
 KEDDER, CLARENCE REGINALD ROSEMAIER, Kennington pk High Court Pet March 5 Ord March 26  
 LEITER, YOUNG, Follisfoot, Yorks, Innkeeper York Pet March 25 Ord March 27  
 MARWILL, CHARLES, Plymouth, Printer Plymouth Pet March 12 Ord March 26  
 MARSH, JOHN, Hereford, Painter Hereford Pet March 26 Ord March 26  
 MARTIN, THOMAS, Maitlandhead, Berks, Master Builder Windsor Pet March 6 Ord March 26  
 MILLER, WILLIAM CHARLES, Carlisle, Horse Dealer Carlisle Pet March 26 Ord March 26  
 NEWELL, HENRY HOWARD, Chesham Court, Chelsea, Author High Court Pet March 7 Ord March 26  
 NOBLE, JOHN HANFORTH, Ashton under Lyne, Fire Loss Assessor Ashton under Lyne Pet March 25 Ord March 25  
 RAYMOND, BENJAMIN, Tulsehoe, ex Pontypool, Licensed Victualler Pontypool Pet March 27 Ord March 27  
 ROBERTS, WILLIAM, Farnham, Hatter Truro Pet March 29 Ord March 29  
 ROE, JOHN HENRY, Wolverhampton, Baker Wolverhampton Pet March 25 Ord March 26  
 SCOTT, THOMAS ELLERY, Leicester, Baker Leicester Pet March 26 Ord March 26  
 SLAYTON, WILLIAM ROWLAND, Godey, Lincs, Farmer King's Lynn Pet March 26 Ord March 26  
 STAINES, FLORENCE JANE, Morning lane, Hounston, Provision Merchant High Court Pet March 27 Ord March 27  
 STEVEN, WILLIAM RICHARDS, Houndwell, Southampton, Builder Southampton Pet March 26 Ord March 26  
 SYMONDS, JAMES, East Wansley, Durham, Wine Merchant Newcastle on Tyne Pet March 26 Ord March 27  
 THOMAS, ROBERT, Kidderminster, Licensed Victualler Kidderminster Pet March 26 Ord March 26  
 TINDAL, HENRIETTA MARIA O'DONNELL, Sandown, I W, Where Reading Pet Jan 29 Ord March 26  
 TRENCH, GEORGE HARRISON, Keston, Kent, Cornwall, Farmer Truro Pet March 29 Ord March 29  
 TREVETT, FREDERICK, Macclesfield, Furnace High Court Pet March 26 Ord March 26

TOMES, CHARLOTTE MARY, Hastings, Sussex, Frilling Manufacturer High Court Pet March 18 Ord March 27  
 WILDER, WALTER, Dudley, Worcs, Commercial Clerk, Dudley Pet March 26 Ord March 26  
 WILLIAMS, JAMES, Thrupton, Herefordshire, Commission Agent Hereford Pet March 26 Ord March 26  
 WILSON, JOHN, Northfield, Worcs, Farmer Birmingham Pet March 19 Ord March 26  
 YATES, WILLIAM, Hunslet, Leeds, Contractor Leeds Pet March 26 Ord March 26  
 Amended Notice substituted for that published in the London Gazette of March 20:  
 BOWMAN, GEORGE FREDERICK, Amhurst rd, Hackney, Bootmaker High Court Pet March 16 Ord March 16  
 Amended Notice substituted for that published in the London Gazette of March 27:  
 GILLET, GEORGE, Etchingam, Sussex, Farmer Tunbridge Wells Pet March 16 Ord March 23

#### ADJUDICATION ANNULLED.

MEYER, MAX EMIL, Cannon st, Accountant High Court Adjud Aug 23, 1893 Annul March 25, 1896

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